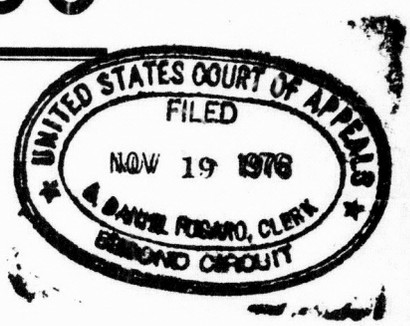
United States Court of Appeals

for the Second Circuit

JOINT APPENDIX

No. 76-6150



United States Court of Appeals

FOR THE SECOND CIRCUIT

B

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, *Plaintiff-Appellee*

v.

LOCAL 14, INTERNATIONAL UNION OF OPERATING ENGINEERS;
LOCAL 15, INTERNATIONAL UNION OF OPERATING ENGINEERS;
ET AL., *Defendants-Appellants*

On Appeal from the United States District Court for the Southern District of New York

JOINT APPENDIX

Volume II: Exhibits

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(ED 4-23-71)

Plaintiff

EXHIBIT

U. S. DIST. COURT

S. D. OF N. Y.

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Table 119. Social Characteristics for Counties: 1970

[Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Albany	Allegany	Bronx	Broome	Cattaraugus	Cayuga	Chautauqua	Chemung	Chenango	Clinton	Columbia
NATIVITY, PARENTAGE, AND COUNTRY OF ORIGIN											
Total population	286 742	46 458	1 471 686	221 813	81 666	77 439	147 305	101 537	46 368	72 934	51 519
Native of native parentage	219 824	43 066	944 637	178 316	70 915	63 872	116 249	89 281	42 008	63 298	41 059
Native of foreign or mixed parentage	51 016	2 813	297 839	33 368	8 981	10 [illegible]	24 836	10 032	3 460	7 156	7 934
Foreign born	15 902	559	229 210	10 129	1 770	2 768	[illegible]	2 224	900	2 480	2 526
Total foreign stock	66 918	3 372	527 049	43 497	10 751	13 567	31 [illegible]	12 256	4 360	9 636	10 469
United Kingdom	5 322	579	18 087	3 763	969	1 676	[illegible]	1 235	417	751	1 [illegible]
Ireland	5 794	234	62 611	2 129	465	846	594	972	305	359	[illegible]
Sweden	469	161	1 834	282	586	[illegible]	8 223	365	146	57	39
Germany[1]	7 108	541	27 089	3 507	2 120	1 [illegible]	2 329	1 419	525	627	[illegible]
Poland	6 961	144	42 731	3 917	1 964	1 659	3 110	1 311	319	311	1 [illegible]
Czechoslovakia	1 195	27	5 131	6 970	135	190	185	246	97	112	[illegible]
Austria	2 138	89	23 642	3 396	431	1 020	509	901	116	149	[illegible]
Hungary	714	113	12 536	516	104	62	307	138	46	14	447
U.S.S.R.	4 468	30	63 044	1 626	128	581	279	707	59	84	580
Italy	15 120	303	117 604	9 135	1 685	3 907	8 185	2 424	1 112	542	1 597
Canada	7 805	742	5 893	2 138	816	1 217	1 681	810	469	4 861	864
Mexico	38	5	1 739	80	–	22	24	33	–	71	9
Cuba	56	–	12 314	12	–	31	–	8	26	18	13
Other America	496	[illegible]	61 667	254	57	156	169	133	35	133	72
All other and not reported	9 234	396	70 927	5 572	1 271	877	3 174	1 554	686	1 547	1 241
Persons of Spanish language[2]	1 604	171	[illegible] 407 322	1 237	297	427	1 518	417	76	1 540	352
Other persons of Spanish surname[2]	...	...	...	...	...	...	...	...	...	...	...
Persons of Spanish origin or descent	1 407	–	386 594	1 002	64	395	2 865	973	19	1 159	96
Persons of Puerto Rican birth or parentage	287	6	[illegible] 316 772	184	104	231	1 141	151	4	718	42
MOTHER TONGUE FOR SELECTED GROUPS											
Total	286 742	46 458	1 471 686	221 813	81 666	77 439	147 305	101 537	46 368	72 534	51 519
English	220 498	43 142	661 022	176 264	69 450	64 722	116 683	87 983	40 991	56 455	41 117
French	8 042	78	7 314	909	220	490	469	302	206	10 359	611
German	7 320	623	34 048	3 805	2 661	855	2 152	1 426	596	650	1 952
Spanish	948	71	375 912	545	231	316	1 218	295	52	1 108	169
Other	49 934	2 544	373 390	40 290	9 104	11 056	26 783	11 531	4 523	4 322	7 640
STATE OF BIRTH											
Total native population	271 164	45 867	1 243 [illegible]	211 761	79 866	74 559	141 098	99 323	45 515	70 456	48 670
Born in State of residence	221 577	37 174	830 [illegible]	92 764	63 656	64 163	107 363	71 507	38 446	54 [illegible]	37 929
Born in different State	35 680	7 578	126 [illegible]	48 754	13 450	7 275	27 937	22 965	5 235	12 629	7 753
Percent of total	13.2	16.5	[illegible]	23.0	16.8	9.8	19.8	23.1	11.5	17.9	15.9
Northeast	18 592	4 978	30 526	36 434	9 350	3 432	18 962	16 858	3 172	4 907	5 380
North Central	6 107	1 342	8 056	5 726	2 139	1 495	5 035	2 503	988	2 446	811
South	9 235	1 018	84 860	5 114	1 526	1 913	3 042	3 071	691	3 967	1 261
West	1 746	240	2 949	1 480	435	435	698	523	184	1 219	301
Born abroad, at sea, etc.	1 386	147	200 376	920	341	564	1 128	549	74	1 451	307
State of birth not reported	12 521	968	85 616	9 323	2 419	2 557	4 670	4 301	1 760	2 [illegible]	2 881
RESIDENCE IN 1965											
Total population, 5 years old and over	264 864	42 706	1 338 194	203 085	74 548	70 758	135 367	93 079	42 148	66 385	47 559
Same house	157 610	23 291	761 305	123 365	46 567	44 669	83 029	54 710	24 193	36 315	29 293
Different house in United States	93 063	18 278	434 605	71 032	25 601	23 398	47 265	33 546	16 289	[illegible]	16 057
Same county	55 427	8 676	273 607	46 878	15 882	14 228	34 254	22 527	9 750	11 522	9 450
Different county	37 636	9 602	160 998	24 154	9 919	9 170	13 011	11 019	6 539	13 874	6 617
In Armed Forces in 1965	1 010	154	2 960	811	288	253	368	295	175	1 223	67
Persons attending college in 1965	4 485	418	8 357	3 111	447	483	718	573	283	992	275
Same state	25 441	6 831	140 058	12 290	6 487	6 953	5 970	6 166	4 951	6 380	4 [illegible] 3
Different State	12 195	2 771	20 940	11 864	3 432	2 217	7 041	4 853	1 588	7 496	1 [illegible]
In Armed Forces in 1965	756	108	1 613	668	216	169	318	250	97	1 [illegible]	17
Persons attending college in 1965	1 847	217	2 503	1 836	232	149	407	260	117	657	[illegible]
Northeast	5 525	1 500	7 070	5 968	1 784	935	3 705	2 458	781	2 449	1 [illegible]
North Central	2 517	558	2 799	2 084	307	250	1 410	753	291	1 594	[illegible]
South	3 100	544	9 180	2 697	829	647	1 130	1 124	385	2 092	[illegible]
West	1 053	169	1 891	1 115	512	385	796	518	131	1 351	112
Abroad	2 600	265	53 468	1 388	319	309	736	500	72	1 741	227
In Armed Forces in 1965	332	60	1 288	267	115	98	219	180	37	554	[illegible]
Moved, 1965 residence not reported	11 591	872	88 816	7 300	1 661	2 382	4 317	4 323	1 539	2 863	1 772
RESIDENCE IN 1965 OF SELECTED CLASSES OF MIGRANTS											
Different county in 1965	8 113	4 037	14 017	4 251	1 296	2 629	2 040	1 870	316	5 821	565
In Armed Forces, 1970	98	–	187	12	28	–	–	6	–	2 423	6
Inmate of institution, 1970	406	11	5 553	552	226	1 514	53	1 034	195	1 264	409
Attending college, 1970	7 609	4 026	8 277	3 687	1 042	1 115	1 987	630	121	2 136	139
Living with one or both parents	304	37	1 707	105	27	41	65	28	12	59	61
Not living with parents	7 305	3 989	6 570	3 582	1 015	1 074	1 922	602	109	2 079	69
Different State in 1965	1 542	876	2 382	661	359	485	245	525	51	2 [illegible]	83
In Armed Forces, 1970	59	–	37	7	21	–	–	–	–	2 [illegible]	–
Inmate of institution, 1970	39	–	363	45	21	62	20	71	16	[illegible]	21
Attending college, 1970	1 444	878	1 982	809	317	423	225	454	35	[illegible]	64
Living with one or both parents	142	9	241	37	11	16	40	15	6	[illegible]	15
Not living with parents	1 302	869	1 741	772	306	407	185	439	29	254	49
PLACE OF WORK											
All workers	117 029	15 719	512 269	84 766	28 725	27 603	53 730	36 463	17 100	23 616	18 870
Worked in county of residence	93 540	11 741	156 989	74 930	21 825	19 310	46 934	29 933	12 693	20 851	12 831
Percent of all workers	79.9	74.7	30.6	88.4	76.0	70.0	87.4	82.1	74.2	88.3	68.0
Worked outside county of residence	14 552	3 061	293 429	3 623	4 265	6 085	3 537	3 007	2 522	1 125	4 134
Place of work not reported	8 937	917	61 851	6 213	2 635	2 205	3 259	3 525	1 885	1 640	1 905
VETERAN STATUS											
Civilian male, 16 years old and over	94 886	15 816	472 376	72 197	26 471	25 571	48 071	32 289	14 431	21 223	17 152
Veteran	44 766	5 405	159 915	33 604	10 762	10 [illegible]	20 958	14 354	5 652	8 058	7 442
Percent of total	47.2	34.2	33.9	46.5	40.7	42.3	43.6	44.5	39.2	38.0	43.4
Vietnam conflict	6 245	906	26 183	4 529	1 539	1 464	3 125	2 028	663	1 [illegible]	931
Korean conflict	6 394	1 107	27 605	5 933	1 852	1 885	3 321	2 552	1 219	1 [illegible]	1 208
Korean conflict and World War II	1 194	75	2 507	517	203	221	305	227	109	227	129
World War II	22 309	2 154	71 640	16 199	5 021	5 096	9 895	6 560	2 627	3 [illegible]	3 [illegible]
World War I	2 826	324	11 372	1 718	556	689	1 338	859	272	311	367
Other service	5 798	839	20 408	4 708	1 591	1 434	2 904	2 028	762	1 276	1 [illegible]
Nonveteran	50 120	10 411	312 461	39 593	15 709	14 742	27 113	17 935	8 779	13 165	[illegible]

[1] Includes West Germany and East Germany. [2] See text for definition.

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Table 119. Social Characteristics for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Cortland	Delaware	Dutchess	Erie	Essex	Franklin	Fulton	Genesee	Greene	Hamilton	Herkimer
NATIVITY, PARENTAGE, AND COUNTRY OF ORIGIN											
Total population	45 894	44 718	222 295	1 113 491	34 631	43 931	52 637	58 722	33 136	4 714	67 633
Native of native parentage	40 624	39 647	170 797	821 656	30 694	36 230	41 910	47 995	25 235	4 157	52 765
Native of foreign or mixed parentage	3 857	3 628	36 923	221 995	3 024	5 734	8 540	8 618	5 332	464	11 588
Foreign born	1 413	1 443	14 575	69 640	913	1 967	2 187	2 109	2 569	93	3 280
Total foreign stock	5 270	5 071	51 498	291 635	2 937	7 701	10 727	10 727	7 901	557	14 868
United Kingdom	792	570	4 122	20 695	436	345	826	1 541	526	72	1 191
Ireland	324	288	4 112	10 029	249	267	597	371	623	60	771
Sweden	104	82	810	1 527	42	30	47	124	117	–	107
Germany[1]	470	1 309	7 196	39 339	395	292	1 142	1 511	1 879	106	1 423
Poland	235	304	3 210	85 604	292	60	1 130	1 347	203	14	896
Czechoslovakia	68	47	982	2 564	12	18	662	106	367	–	697
Austria	102	253	1 931	7 008	28	47	542	141	214	14	794
Hungary	52	90	1 367	5 571	87	8	27	52	126	9	69
U.S.S.R.	116	120	2 354	9 816	49	69	314	177	207	6	708
Italy	1 445	678	11 694	53 678	370	206	2 964	3 124	1 700	40	4 283
Canada	616	411	3 050	38 354	1 481	5 496	833	1 390	310	178	1 345
Mexico	24	21	145	710	–	6	10	–	–	–	15
Cuba	29	–	322	275	28	–	69	–	–	–	–
Other America	119	61	1 260	1 775	20	12	26	47	71	–	108
All other and not reported	774	837	8 913	34 000	448	825	1 538	796	1 558	58	1 461
Persons of Spanish language[2]	296	58	3 977	12 293	131	96	181	304	430	–	202
Other persons of Spanish surname[2]	...	...	...	...	...	...	...	...	...	...	...
Persons of Spanish origin or descent	142	157	4 172	10 931	39	153	103	201	231	–	149
Persons of Puerto Rican birth or parentage	35	8	1 594	5 167	6	–	20	126	150	–	6
MOTHER TONGUE FOR SELECTED GROUPS											
Total	45 894	44 718	222 295	1 113 491	34 631	43 931	52 637	58 722	33 136	4 714	67 633
English	38 493	39 381	170 600	813 739	28 909	34 562	42 796	48 795	24 846	4 158	54 005
French	142	148	2 532	5 193	1 608	5 507	606	257	284	150	642
German	455	1 256	7 615	46 415	383	320	1 249	1 367	1 940	77	1 647
Spanish	201	52	2 824	8 261	79	45	124	156	241	–	107
Other	6 603	3 881	38 724	239 683	3 647	3 497	7 862	8 145	5 825	329	11 232
STATE OF BIRTH											
Total native population	44 402	43 271	207 674	1 045 000	33 703	41 986	50 460	56 649	30 618	4 591	64 340
Born in State of residence	36 632	36 353	153 077	854 006	28 368	37 507	44 867	48 661	25 864	3 955	58 284
Born in different State	5 242	4 922	40 927	145 106	3 384	2 618	3 834	5 937	2 805	390	4 633
Percent of total	11.8	11.4	19.7	13.9	10.0	6.2	7.6	10.5	9.2	8.5	7.2
Northeast	2 635	3 213	22 297	59 278	2 301	1 697	2 275	2 680	1 746	272	2 561
North Central	1 385	827	6 384	30 714	474	346	625	1 520	358	4	879
South	817	640	10 161	49 735	382	373	719	1 360	603	78	799
West	405	242	2 085	5 379	227	202	215	377	98	16	394
Born abroad, at sea, etc.	184	215	2 344	8 768	181	539	228	321	230	12	223
State of birth not reported	2 144	1 781	11 326	37 120	1 770	1 322	1 531	1 730	1 719	234	1 198
RESIDENCE IN 1965											
Total population, 5 years old and over	42 000	41 272	203 083	1 021 069	31 656	39 908	48 300	53 213	30 588	4 361	61 942
Same house	22 543	23 738	112 537	619 806	21 333	25 039	30 078	33 961	18 457	2 746	40 799
Different house in United States	17 089	15 783	78 068	350 565	8 865	13 270	16 422	17 566	10 689	1 453	19 575
Same county	9 332	8 944	42 653	263 483	5 148	8 617	11 332	10 724	5 053	749	12 413
Different county	7 707	6 839	35 415	67 082	3 717	4 653	5 090	6 842	5 636	704	7 162
In Armed Forces in 1965	121	132	866	2 944	115	146	142	203	95	8	241
Persons attending college in 1965	531	373	3 780	7 925	179	340	324	544	225	60	450
Same State	6 073	5 190	22 147	31 202	2 546	3 403	3 853	4 902	4 641	566	5 265
Different State	1 634	1 649	13 268	35 880	1 171	1 250	1 237	1 940	995	138	897
In Armed Forces in 1965	86	88	607	2 592	76	127	131	129	27	8	203
Persons attending college in 1965	104	79	1 873	4 261	77	48	35	177	82	13	76
Northeast	518	964	6 454	10 934	693	548	483	771	559	87	687
North Central	326	116	2 216	9 939	181	81	103	373	157	10	358
South	459	332	3 298	10 424	120	480	367	537	155	33	504
West	331	237	1 300	4 583	177	141	284	259	124	8	348
Abroad	158	240	2 582	8 882	192	254	172	331	150	–	269
In Armed Forces in 1965	14	52	375	1 477	19	59	53	89	45	–	108
Moved, 1965 residence not reported	2 225	1 511	9 896	41 816	1 266	1 345	1 628	1 355	1 292	162	1 299
RESIDENCE IN 1965 OF SELECTED CLASSES OF MIGRANTS											
Different county in 1965	2 514	1 237	6 449	13 115	219	1 004	306	375	569	–	454
In Armed Forces, 1970	–	–	31	180	27	15	15	–	–	–	15
Inmate of institution, 1970	49	186	2 782	1 131	79	274	91	50	479	–	81
Attending college, 1970	2 465	1 051	3 536	11 804	113	715	200	325	90	–	358
Living with one or both parents	42	7	147	747	–	9	49	23	18	–	105
Not living with parents	2 423	1 044	3 389	11 057	113	706	151	302	72	–	253
Different State in 1965	77	95	2 024	3 207	66	159	69	73	22	–	122
In Armed Forces, 1970	–	–	21	147	10	15	15	–	–	–	–
Inmate of institution, 1970	–	28	210	183	25	6	7	8	15	–	8
Attending college, 1970	77	68	1 793	2 877	31	138	47	65	7	–	114
Living with one or both parents	–	7	39	424	–	4	6	14	–	–	34
Not living with parents	77	61	1 754	2 453	31	134	41	51	7	–	80
PLACE OF WORK											
All workers	17 215	16 017	80 059	409 500	11 810	13 398	20 641	21 886	11 639	1 378	25 808
Worked in county of residence	13 184	12 132	65 962	370 178	8 329	9 944	14 423	15 136	6 909	925	17 611
Percent of all workers	76.6	75.7	82.4	90.4	70.5	74.2	69.9	69.2	59.4	67.1	68.2
Worked outside county of residence	2 123	2 110	6 259	18 036	1 544	1 910	4 122	4 653	2 963	317	7 260
Place of work not reported	1 908	1 775	7 838	21 286	1 937	1 544	2 096	2 077	1 767	136	937
VETERAN STATUS											
Civilian male, 16 years old and over	14 812	15 577	74 215	359 133	11 121	14 182	17 429	18 866	11 487	1 635	22 321
Veteran	5 153	5 742	33 119	164 050	4 892	5 156	8 016	8 230	4 635	710	9 818
Percent of total	34.8	36.9	44.6	45.7	44.0	36.4	46.0	43.6	40.3	43.4	44.0
Vietnam era only	924	698	4 179	23 954	617	886	974	1 321	667	56	1 213
Korean conflict	894	977	6 617	27 711	892	903	1 032	1 504	845	79	1 340
Korean conflict and World War II	65	84	601	3 302	103	126	135	137	28	16	309
World War II	2 294	2 730	14 307	77 476	2 224	2 347	4 239	3 680	2 209	352	5 054
World War I	251	372	1 900	8 909	307	346	546	505	409	112	437
Other service	725	881	5 515	22 698	749	548	1 092	1 093	477	95	1 415
Nonveteran	9 659	9 835	41 096	195 083	6 229	9 026	9 411	10 636	6 852	923	12 503

[1] Includes West Germany and East Germany. [2] See text for definition.

(Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text)

Counties	Jefferson	Kings	Lewis	Livingston	Madison	Monroe	Montgomery	Nassau	New York	Niagara
NATIVITY, PARENTAGE, AND COUNTRY OF ORIGIN										
Total population	88 508	2 601 974	23 644	54 041	62 864	711 917	55 683	1 428 077	1 539 225	235 719
Native of native parentage	72 986	1 524 839	20 783	47 309	55 376	524 447	39 688	910 735	944 543	167 406
Native of foreign or mixed parentage	12 245	620 500	2 450	5 436	6 021	131 075	12 904	399 332	287 052	51 116
Foreign born	3 277	456 636	411	1 296	1 467	56 395	3 891	118 010	307 630	17 197
Total foreign stock	15 522	1 077 136	2 861	6 732	7 468	187 470	16 795	517 342	594 682	68 313
United Kingdom	1 559	28 416	183	1 012	892	17 219	1 128	34 079	26 318	6 855
Ireland	371	42 862	144	608	238	6 983	560	36 085	36 503	1 754
Sweden	68	5 122	9	52	68	1 375	68	5 209	3 401	357
Germany[1]	927	33 951	234	748	1 037	23 518	1 568	55 975	46 093	6 047
Finland	450	122 336	450	188	305	11 173	4 498	47 019	39 945	9 197
Czechoslovakia	106	13 335	47	66	97	901	163	7 055	9 263	493
Austria	276	44 898	76	81	162	3 407	310	24 560	28 506	1 433
Hungary	261	20 758	148	42	83	1 134	18	10 471	14 918	699
U.S.S.R.	163	153 540	55	44	96	10 414	471	68 056	67 170	547
Italy	2 147	277 927	109	2 071	2 159	54 272	4 374	118 457	47 732	15 258
Canada	7 948	14 908	1 009	900	1 422	24 314	788	15 240	12 466	18 693
Mexico	18	1 909	-	6	26	158	-	755	2 660	41
Cuba	13	15 555	-	-	14	839	48	3 575	29 331	19
Other America	40	133 969	38	100	24	2 547	161	12 474	81 053	397
All other and not reported	1 175	167 650	359	814	865	29 216	2 600	78 332	147 223	6 160
Persons of Spanish language[2]	243	392 575	105	148	278	10 680	833	36 503	312 722	2 256
Other persons of Spanish surname[2]	...	...	...	...	...	...	...	...	...	...
Persons of Spanish origin or descent	286	327 769	-	349	316	11 192	576	23 925	297 134	2 202
Persons of Puerto Rican birth or parentage	54	271 769	-	48	76	5 792	286	7 224	185 323	365
MOTHER TONGUE FOR SELECTED GROUPS										
Total	88 508	2 601 974	23 644	54 041	62 864	711 917	55 683	1 428 077	1 539 225	235 719
English	79 766	1 322 674	20 370	47 028	55 062	541 046	39 481	1 004 904	790 [illegible]	180 056
French	1 337	27 542	269	347	644	5 894	458	11 355	[illegible] 365	2 539
German	1 191	38 254	1 217	1 028	1 066	27 372	1 413	64 596	[illegible] 207	9 314
Spanish	100	350 074	88	104	164	8 404	549	21 542	264 746	1 005
Other	6 114	863 430	1 700	5 534	5 908	129 200	13 982	325 680	392 574	42 835
STATE OF BIRTH										
Total native population	85 230	2 146 538	23 213	52 761	61 398	655 756	51 976	1 309 041	1 231 692	218 651
Born in State of residence	76 729	1 580 196	21 403	44 764	51 961	509 892	47 120	1 110 635	696 618	173 690
Born in different State	6 187	240 585	1 164	5 606	7 299	108 545	3 231	137 783	286 797	35 410
Percent of total	7.3	11.2	5.0	11.2	11.9	16.6	6.2	10.5	23.3	16.2
Northeast	2 627	57 337	563	2 853	3 603	44 172	2 097	66 005	87 601	18 693
North Central	1 515	17 266	263	1 390	1 853	24 258	523	22 027	46 865	6 226
South	1 567	160 600	221	1 237	1 445	34 358	476	43 251	135 289	9 067
West	478	5 382	117	406	418	5 757	135	6 500	17 042	1 431
Born abroad, at sea, etc.	514	179 267	61	283	217	7 869	349	11 457	128 609	2 237
State of birth not reported	1 800	146 490	585	1 628	1 921	29 430	1 276	49 166	119 [illegible]	7 381
RESIDENCE IN 1965										
Total population, 5 years old and over	80 520	2 376 264	21 412	49 391	56 618	647 326	51 790	1 330 088	1 448 267	215 691
Same house	49 260	1 418 090	14 848	28 581	31 872	353 514	35 606	928 282	[illegible] 004	130 331
Different house in United States	28 602	721 423	6 084	17 789	22 654	248 396	14 626	351 229	[illegible] 078	67 706
Same county	20 758	576 284	4 275	8 080	10 022	166 026	10 070	159 496	[illegible] 584	51 542
Different county	7 844	145 139	1 809	9 709	12 612	82 370	4 556	191 793	[illegible] 494	15 564
In Armed Forces in 1965	306	4 156	50	317	359	2 659	196	3 391	[illegible] 858	679
Persons attending college in 1965	419	13 632	92	731	741	11 187	349	11 069	46 521	1 187
Same State	5 266	104 216	1 459	7 617	9 583	41 605	3 168	161 [illegible]	146 [illegible]	10 085
Different State	2 578	40 923	350	2 092	3 099	40 765	1 388	50 631	88 [illegible]	7 491
In Armed Forces in 1965	229	3 125	37	253	276	2 223	129	2 330	3 419	748
Persons attending college in 1965	119	5 974	11	184	262	5 843	116	4 358	28 154	447
Northeast	820	12 094	135	854	1 519	14 467	695	12 [illegible]	34 872	2 172
North Central	469	6 063	50	372	515	9 511	183	5 027	15 907	1 524
South	842	18 917	122	612	671	12 372	334	9 428	23 236	2 479
West	427	3 849	43	254	325	4 415	186	3 773	12 [illegible]	1 260
Abroad	514	100 005	44	284	404	10 718	290	12 896	79 [illegible]	1 876
In Armed Forces in 1965	193	2 508	17	88	81	1 056	82	1 052	2 004	447
Moved, 1965 residence not reported	2 144	136 746	436	2 737	1 998	34 298	1 268	37 621	108 457	7 578
RESIDENCE IN 1965 OF SELECTED CLASSES OF MIGRANTS										
Different county in 1965	644	12 979	26	2 971	3 133	13 766	212	12 231	35 080	2 146
In Armed Forces, 1970	189	2 151	-	-	48	80	-	1 290	2 883	513
Inmate of institution, 1970	90	925	7	300	115	863	26	993	1 481	209
Attending college, 1970	365	9 903	19	2 671	2 970	12 823	186	9 948	30 716	1 624
Living with one or both parents	13	1 892	6	18	94	637	48	2 945	2 522	159
Not living with parents	352	8 011	13	2 653	2 876	12 186	138	7 003	28 194	1 465
Different State in 1965	177	5 065	6	291	876	5 043	45	4 609	17 821	765
In Armed Forces, 1970	129	1 632	-	-	39	59	-	1 061	2 426	266
Inmate of institution, 1970	-	132	-	17		98	-	96	190	19
Attending college, 1970	48	3 321	6	274	837	4 886	45	3 452	15 205	453
Living with one or both parents	7	456	-	12	10	343	31	768	620	94
Not living with parents	41	2 865	6	262	827	4 543	14	2 684	14 585	359
PLACE OF WORK										
All workers	31 493	938 653	7 882	19 941	22 383	264 313	22 036	558 [illegible]	486 176	85 641
Worked in county of residence	27 887	397 731	6 059	10 928	11 959	264 044	15 446	295 339	443 127	66 554
Percent of all workers	88.5	42.4	76.9	54.8	53.4	92.9	70.1	52.6	71.9	77.7
Worked outside county of residence	1 272	436 636	1 256	7 897	9 055	4 445	5 264	226 445	103 629	14 690
Place of work not reported	2 334	104 286	567	1 116	1 369	15 824	1 326	37 147	89 420	4 337
VETERAN STATUS										
Civilian male, 16 years old and over	27 532	845 362	7 379	17 824	21 299	230 695	19 033	466 142	561 657	75 768
Veteran	12 586	297 352	2 633	6 106	7 657	99 787	8 607	237 334	201 409	34 656
Percent of total	45.7	35.2	35.7	34.3	36.0	43.3	45.2	50.9	35.8	45.7
Vietnam conflict	2 164	45 102	333	1 193	1 354	14 808	968	22 370	26 090	5 043
Korean conflict	1 915	48 696	544	1 046	1 413	17 417	1 123	37 067	35 116	5 597
Korean conflict and World War II	254	4 511	59	93	182	2 331	143	6 631	4 138	921
World War II	5 769	141 257	1 169	2 418	3 193	43 887	4 553	105 428	93 455	16 299
World War I	728	19 203	124	316	391	5 195	655	8 501	15 365	1 961
Other service	1 757	37 583	404	1 040	1 124	16 149	1 155	27 337	27 295	5 393
Nonveteran	14 946	548 010	4 746	11 718	13 642	130 908	10 426	228 808	360 448	41 132

[1]Includes West Germany and East Germany. [2]See text for definition.

Table 119. Social Characteristics for Counties: 1970—Continued

[Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Oneida	Onondaga	Ontario	Orange	Orleans	Oswego	Otsego	Putnam	Queens	Rensselaer
NATIVITY, PARENTAGE, AND COUNTRY OF ORIGIN										
Total population	273 037	472 746	78 849	221 657	37 305	100 897	56 181	56 695	1 986 470	152 310
Native of native parentage	206 093	366 190	67 328	171 148	30 579	87 172	48 861	39 654	982 455	122 560
Native of foreign or mixed parentage	52 981	79 980	9 119	36 934	5 610	11 161	5 531	12 286	586 623	23 658
Foreign born	13 963	26 576	2 402	13 575	1 116	2 564	1 789	4 755	416 597	6 292
Total foreign stock	66 944	106 556	11 521	50 509	6 726	13 725	7 320	17 041	1 003 515	29 950
United Kingdom	5 9[illegible]	9 512	1 603	4 723	1 382	1 484	686	1 669	37 150	2 834
Ireland	2 4[illegible]	6 545	882	4 5[illegible]	140	470	471	1 678	69 994	3 106
Sweden	251	745	124	631	41	92	180	378	4 331	297
Germany	5 171	11 682	1 139	6 782	927	1 209	1 339	3 320	94 236	4 169
Poland	12 379	11 214	375	4 449	830	1 482	413	586	81 789	2 398
Czechoslovakia	354	1 221	50	776	–	100	149	393	17 335	240
Austria	1 338	2 995	206	1 587	103	217	370	474	46 852	1 124
Hungary	397	968	77	919	42	80	97	327	22 808	195
U.S.S.R.	2 538	5 240	186	2 667	39	281	268	460	106 874	1 423
Italy	21 286	27 385	3 080	11 975	1 545	3 337	1 057	4 037	198 598	5 778
Canada	5 522	14 120	1 768	2 578	1 118	2 853	618	1 115	14 176	3 498
Mexico	96	307	6	68	–	5	17	13	1 481	10
Cuba	134	280	17	252	57	–	15	43	26 194	81
Other America	433	871	131	826	31	63	86	134	87 287	231
Ancestry not reported	8 636	13 468	1 877	7 707	471	2 052	1 554	2 394	194 350	4 565
Persons of Spanish language?	1 792	3 498	711	5 617	335	320	414	627	153 691	1 089
Other persons of Spanish surname?	...	...	...	...	...	...	...	...	...	...
Persons of Spanish origin or descent	2 189	4 903	515	5 456	383	402	476	377	131 185	434
Persons of Puerto Rican birth or parentage	607	906	528	2 970	192	79	88	136	33 141	176
MOTHER TONGUE FOR SELECTED GROUPS										
Total	273 037	472 746	78 849	221 657	37 305	100 897	56 181	56 695	1 986 470	152 510
English	205 380	371 792	68 472	171 717	31 433	87 561	48 952	41 702	1 078 742	121 897
French	2 965	5 598	365	1 572	220	1 171	307	537	25 [illegible]6	3 660
German	5 803	12 671	1 431	6 708	1 022	1 542	1 349	2 917	116 897	4 145
Spanish	1 272	2 250	572	4 157	229	203	187	249	125 [illegible]61	553
Other	57 617	80 435	8 009	37 503	4 401	10 420	5 386	11 290	639 164	22 255
STATE OF BIRTH										
Total native population	258 864	446 427	76 509	207 853	36 108	98 449	54 391	51 841	1 572 638	146 212
Born in State of residence	214 330	353 127	63 193	153 008	30 695	86 529	46 059	42 283	1 266 041	120 593
Born in different State	34 247	71 252	10 356	41 759	3 959	8 129	6 454	6 980	183 819	18 280
Percent of total	13[illegible]	16.0	13.5	20.1	11.0	8.3	11.9	13.5	11.7	12.5
Northeast	14 4[illegible]	31 823	5 537	22 130	1 266	3 728	3 883	4 411	69 639	11 979
North Central	7 5[illegible]	15 838	2 033	5 597	670	2 142	1 229	941	19 410	2 134
South	9 569	19 539	2 127	11 712	1 861	1 704	973	1 039	88 733	3 604
West	2 798	4 082	659	2 320	162	555	369	589	6 037	563
Born abroad, at sea, etc.	2 068	3 473	548	3 770	321	551	230	377	32 512	817
State of birth not reported	8 119	18 545	2 412	9 316	1 133	3 240	1 648	2 201	90 246	6 532
RESIDENCE IN 1965										
Total population, 5 years old and over	249 312	430 645	71 932	202 249	33 775	91 290	52 243	50 931	1 847 993	139 494
Same house	147 931	241 161	41 447	110 664	20 468	53 300	29 370	26 841	1 145 573	85 205
Different house in United States	90 339	165 070	28 418	79 801	11 620	32 636	20 879	21 740	551 154	47 861
Same county	59 596	103 463	13 577	42 303	7 122	18 023	9 607	5 577	290 371	27 670
Different county	30 743	61 607	14 841	37 478	4 498	14 613	11 272	16 163	260 780	20 191
In Armed Forces in 1965	1 994	1 918	321	1 301	144	340	186	290	5 672	595
Persons attending college in 1965	3 170	7 774	734	2 432	254	911	705	607	21 323	1 836
Same State	15 765	33 661	11 175	20 842	3 512	11 435	8 499	13 628	223 437	13 871
Different State	14 978	27 946	3 666	16 636	986	3 178	2 773	2 535	37 346	6 320
In Armed Forces in 1965	1 766	1 495	191	1 050	92	242	169	95	3 494	463
Persons attending college in 1965	1 648	3 784	259	1 416	64	213	304	174	6 346	714
Northeast	4 324	10 912	1 940	6 934	237	951	1 691	1 542	12 898	3 733
North Central	3 088	5 858	509	2 535	189	634	373	216	6 174	777
South	4 562	7 680	817	4 863	494	1 151	437	452	13 715	1 142
West	2 604	3 496	400	2 304	66	442	272	325	4 559	668
Abroad	2 908	5 731	582	2 864	223	549	210	568	74 093	1 042
In Armed Forces in 1965	856	929	149	619	89	210	72	90	2 468	206
Moved, 1965 residence not reported	8 054	18 683	1 485	8 920	1 464	4 805	1 784	1 782	76 863	5 386
RESIDENCE IN 1965 OF SELECTED CLASSES OF MIGRANTS										
Different county in 1965	7 105	14 048	2 346	11 423	285	3 409	4 762	546	18 209	5 037
In Armed Forces, 1970	2 527	1 171	12	4 918	–	44	9	–	734	55
Inmate of institution, 1970	1 603	545	608	1 481	191	82	190	117	2 410	215
Attending college, 1970	2 975	12 332	1 726	5 024	94	3 253	4 563	429	15 065	4 767
Living with one or both parents	214	467	33	182	–	115	40	138	5 321	106
Not living with parents	2 761	11 865	1 693	4 842	94	3 168	4 523	291	9 744	4 661
Different State in 1965	3 219	6 378	690	8 224	37	241	622	124	4 004	2 107
In Armed Forces, 1970	1 949	970	12	4 416	–	39	9	–	441	55
Inmate of institution, 1970	144	101	87	296	13	9	–	48	251	5
Attending college, 1970	1 126	5 307	591	3 512	24	193	613	76	3 302	2 047
Living with one or both parents	106	175	5	56	–	24	–	23	833	39
Not living with parents	1 020	5 132	586	3 456	24	169	613	53	2 469	2 008
PLACE OF WORK										
All workers	99 227	183 127	29 288	83 576	13 585	33 103	20 243	19 672	859 043	57 320
Worked in county of residence	89 498	162 533	18 143	62 278	7 172	21 306	14 737	6 544	278 219	27 786
Percent of all workers	90.1	88.8	61.9	74.5	52.8	64.4	72.8	33.3	32.4	48.5
Worked outside county of residence	5 403	5 186	9 565	13 240	5 785	9 221	3 691	10 611	507 821	25 023
Place of work not reported	4 386	15 408	1 580	8 058	628	2 576	1 815	2 517	73 003	4 511
VETERAN STATUS										
Civilian male, 16 years old and over	87 015	150 863	26 601	67 781	12 100	32 009	18 915	17 421	696 985	50 677
Veteran	38 [illegible]41	67 550	11 563	31 862	4 910	13 839	6 843	8 781	283 386	22 386
Percent of total	43.7	44.8	43.5	47.0	40.6	43.2	36.2	50.4	40.7	44.2
Vietnam conflict	5 683	9 682	1 491	4 648	816	2 004	966	926	41 352	3 117
Korean conflict	5 585	11 203	1 830	5 772	722	2 357	1 106	1 945	40 677	3 344
Korean conflict and World War II	1 226	1 938	132	744	58	364	125	204	5 114	867
World War II	17 851	31 220	5 355	14 049	2 300	6 364	3 184	3 463	143 326	10 654
World War I	1 872	3 480	839	1 957	241	631	489	446	16 640	1 394
Other service	5 824	10 027	1 916	4 592	773	2 119	973	1 757	36 257	3 310
Nonveteran	48 974	83 313	15 038	35 919	7 190	18 170	12 072	8 640	413 599	28 291

[illegible] Includes West Germany and East Germany. ?See text for definition.

[Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Richmond	Rockland	St Lawrence	Saratoga	Schenectady	Schoharie	Schuyler	Seneca	Steuben	Sullivan
NATIVITY, PARENTAGE, AND COUNTRY OF ORIGIN										
Total population	295 443	229 903	111 991	121 679	160 979	24 750	16 737	35 083	99 545	1 124 941
Native of native parentage	191 813	151 910	94 000	99 530	113 255	21 585	15 129	29 282	89 178	808 454
Native of foreign or mixed parentage	76 935	57 571	13 096	18 208	36 004	2 277	1 207	4 190	8 353	241 657
Foreign born	26 695	20 422	4 895	3 941	11 720	888	401	1 611	2 014	74 790
Total foreign stock	103 630	77 993	17 991	22 149	47 724	3 165	1 608	5 601	10 367	316 467
United Kingdom	6 371	5 673	1 399	2 031	4 404	252	130	622	1 243	26 608
Ireland	8 652	7 166	635	1 530	1 896	142	82	305	669	24 316
Sweden	1 360	628	55	357	408	114	22	136	223	4 692
Germany[1]	6 621	8 010	830	2 005	4 499	902	225	524	1 513	41 656
Poland	5 518	6 508	341	1 824	7 033	132	131	235	741	19 977
Czechoslovakia	896	2 011	101	709	1 053	96	21	40	314	5 148
Austria	2 073	4 254	101	769	1 166	153	81	147	411	8 429
Hungary	1 051	2 131	408	204	882	77	–	41	182	4 966
U.S.S.R.	3 290	9 325	312	756	1 460	63	18	241	329	14 240
Italy	40 752	13 256	1 027	4 777	15 701	368	427	1 982	2 106	86 853
Canada	3 121	2 849	11 252	3 829	3 636	364	132	469	1 028	12 149
Mexico	104	55	46	59	61	7	7	–	34	644
Cuba	785	411	20	37	181	6	–	6	12	1 952
Other America	3 071	3 078	77	151	471	29	76	37	170	8 272
All other and not reported	19 965	12 638	1 387	3 111	4 873	440	256	1 016	1 392	55 261
Persons of Spanish language[2]	–12 320	8 599	449	–1 049	1 327	330	116	250	347	– 40 849
Other persons of Spanish surname[2]	...	...	...	...	...	...	...	...	...	...
Persons of Spanish origin or descent	9 599	6 630	391	1 033	682	422	79	20	309	32 884
Persons of Puerto Rican birth or parentage	–4 838	3 814	78	– 107	214	113	–	142	83	– 17 179
# OTHER TONGUE FOR SELECTED GROUPS										
Total	295 443	229 903	111 991	121 679	160 979	24 750	16 737	35 083	99 545	1 124 941
English	200 701	162 255	97 500	100 781	116 671	21 524	14 825	28 802	87 548	830 216
French	2 121	2 536	4 803	3 797	2 955	188	31	236	467	8 132
German	7 438	8 667	951	2 066	4 527	821	259	590	1 618	47 032
Spanish	8 679	6 097	249	404	793	177	33	156	165	25 867
Other	76 501	50 348	8 488	14 611	36 033	2 040	1 589	5 299	9 547	213 694
STATE OF BIRTH										
Total native population	268 909	209 879	107 072	117 775	149 473	23 831	16 330	33 510	97 482	1 050 570
Born in State of residence	226 472	161 954	94 736	97 162	121 679	20 666	13 395	27 617	78 [illegible]	668 642
Born in different State	26 778	37 056	7 797	16 878	21 976	1 840	2 177	4 702	[illegible]	118 [illegible]
Percent of total	10.0	17.7	7.3	14.3	14.7	7.7	13.3	14.0	[illegible]	11.3
Northeast	15 122	20 993	4 072	9 820	12 369	1 180	1 476	2 426	[illegible]	54 642
North Central	3 351	5 117	1 788	3 146	4 235	278	352	1 072	1 968	18 921
South	6 962	9 365	1 347	2 763	3 949	310	270	928	2 166	37 997
West	1 343	1 581	590	1 149	1 423	70	76	226	572	7 570
Born abroad, at sea, etc.	3 943	3 459	933	714	1 052	141	71	274	[illegible]	15 214
State of birth not reported	11 716	7 410	3 606	3 021	4 726	984	687	917	3 235	46 072
RESIDENCE IN 1965										
Total population, 5 years old and over	268 346	208 365	102 527	109 534	148 140	22 818	15 249	32 253	90 [illegible]	1 013 150
Same house	153 623	113 456	61 127	60 065	89 167	12 930	9 699	19 944	[illegible]	563 170
Different house in United States	96 024	84 350	36 183	44 998	51 937	8 844	5 052	10 857	[illegible]	367 606
Same county	44 181	28 876	23 091	17 284	30 670	4 291	2 [illegible]	5 603	[illegible]	149 042
Different county	51 843	55 504	13 092	27 714	21 317	4 553	2 [illegible]	5 254	[illegible]	219 636
In Armed Forces in 1965	1 099	773	321	736	741	64	48	157	[illegible]	4 182
Persons attending college in 1965	2 675	3 318	925	2 126	2 481	156	164	358	[illegible]	11 732
Same State	44 073	41 059	9 486	19 348	12 671	3 778	1 974	3 509	[illegible]	182 898
Different State	7 770	14 445	3 606	8 366	8 646	775	611	1 745	[illegible]	36 720
In Armed Forces in 1965	715	561	247	555	544	35	25	107	242	2 721
Persons attending college in 1965	1 065	1 342	415	819	1 155	29	45	168	372	3 630
Northeast	3 771	7 825	1 646	3 918	3 765	355	202	679	1 792	15 482
North Central	1 288	2 227	761	1 540	1 543	115	97	357	553	5 771
South	1 875	3 177	786	1 951	2 274	230	230	568	976	10 440
West	836	1 216	413	957	1 044	75	82	141	433	4 992
Abroad	3 496	3 476	897	760	1 856	143	95	381	470	9 651
In Armed Forces in 1965	450	233	136	227	265	29	30	113	124	1 270
Moved, 1965 residence not reported	15 203	7 033	4 320	3 691	5 180	901	402	1 071	2 901	52 651
RESIDENCE IN 1965 OF SELECTED CLASSES OF MIGRANTS										
Different county in 1965	5 679	4 186	5 217	2 690	2 449	904	99	1 156	649	13 542
In Armed Forces, 1970	374	71	21	494	81	–	–	252	–	536
Inmate of institution, 1970	2 258	1 824	227	65	172	201	60	341	27	2 242
Attending college, 1970	3 047	2 291	4 969	2 131	2 196	783	39	553	832	10 794
Living with one or both parents	451	552	26	231	216	7	3	28	65	2 193
Not living with parents	2 596	1 739	4 943	1 900	1 980	776	36	535	757	8 601
Different State in 1965	1 535	1 072	851	1 433	987	98	15	295	314	2 665
In Armed Forces, 1970	272	59	21	431	61	–	–	179	–	349
Inmate of institution, 1970	53	227	19	6	5	–	–	23	15	180
Attending college, 1970	1 210	786	811	996	921	98	15	193	299	2 [illegible]
Living with one or both parents	130	93	6	56	105	–	3	28	24	445
Not living with parents	1 080	693	805	940	816	98	12	165	275	1 727
PLACE OF WORK										
All workers	110 029	82 615	34 867	43 944	62 034	8 664	5 861	12 250	35 952	342 507
Worked in county of residence	44 616	46 958	30 720	19 736	43 460	5 490	3 159	8 219	25 445	279 348
Percent of all workers	40.5	56.8	88.1	44.9	70.1	63.4	53.9	67.1	79.0	69.0
Worked outside county of residence	56 189	31 457	1 104	21 939	13 839	2 412	2 302	2 611	3 817	131 655
Place of work not reported	9 224	4 200	3 043	2 269	4 735	762	400	1 420	3 727	21 534
VETERAN STATUS										
Civilian male, 16 years old and over	95 727	69 579	37 338	37 133	53 631	8 380	5 445	11 626	32 340	348 456
Veteran	46 706	34 691	13 016	18 033	24 202	3 025	2 188	4 224	13 783	173 012
Percent of total	48.8	49.9	34.9	48.6	45.1	36.1	40.2	36.3	42.6	50.4
Vietnam conflict	6 995	3 367	2 058	2 612	3 323	375	307	560	1 641	19 930
Korean conflict	8 521	7 693	2 078	3 168	3 611	499	364	690	2 272	35 672
Korean conflict and World War II	1 017	842	175	386	525	43	39	137	223	5 211
World War II	20 455	15 878	6 129	8 144	11 840	1 380	1 011	1 948	6 298	74 [illegible]
World War I	1 987	1 127	804	693	1 290	221	141	220	[illegible]	7 235
Other service	7 721	5 784	1 772	3 030	3 613	507	326	649	[illegible]	29 [illegible]
Nonveteran	49 021	34 888	24 322	19 100	29 429	5 355	3 257	7 402	[illegible]	175 [illegible]

[1]Includes West Germany and East Germany. [2]See text for definition.

Table 119. Social Characteristics for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Sullivan	Tioga	Tompkins	Ulster	Warren	Washington	Wayne	Westchester	[illegible] City	Yates
NATIVITY, PARENTAGE, AND COUNTRY OF ORIGIN										
Total population	52 580	46 513	76 879	141 241	49 402	52 725	79 404	894 100	37 688	19 831
Native of native parentage	38 390	42 185	64 766	110 715	42 946	46 231	66 473	550 648	32 970	17 690
Native of foreign or mixed parentage	9 725	3 434	7 904	21 915	4 965	5 297	10 272	236 823	3 954	1 700
Foreign born	4 465	894	4 209	8 611	1 491	1 197	2 654	106 629	762	441
Total foreign stock	14 199	4 328	12 113	30 526	6 456	6 494	12 926	343 452	4 718	2 141
United Kingdom	666	526	1 479	2 195	674	1 271	1 177	24 822	560	358
Ireland	662	177	366	1 829	709	590	258	26 672	207	62
Sweden	96	111	234	385	115	109	95	4 060	69	55
Germany[1]	2 511	600	1 178	6 309	927	413	1 387	28 871	996	252
Poland	1 503	378	535	1 575	304	337	365	19 808	843	82
Czechoslovakia	188	235	394	415	29	210	70	6 292	83	23
Austria	683	186	293	1 219	55	146	164	14 260	33	31
Hungary	462	45	307	623	117	58	94	7 021	27	28
U.S.S.R.	3 023	172	492	1 702	165	95	147	27 232	25	23
Italy	1 025	623	1 429	6 879	845	1 050	2 278	103 552	528	189
Canada	518	442	1 532	1 430	1 578	1 458	1 759	11 651	808	270
Mexico	14	16	74	15	15	–	31	523	6	8
Cuba	82	–	58	76	9	22	31	5 100	–	–
Other America	385	75	497	580	36	30	86	10 989	17	8
All other and not reported	2 172	742	3 245	5 294	878	704	4 966	52 360	513	752
Persons of Spanish language[2]	1 421	184	810	3 289	240	342	849	25 506	204	94
Other persons of Spanish surname[2]	...	...	...	...	...	...	...	...	...	...
Persons of Spanish origin or descent	1 495	178	333	2 079	163	418	581	23 359	260	144
Persons of Puerto Rican birth or parentage	850	17	84	1 739	8	221	564	5 715	167	46
MOTHER TONGUE FOR SELECTED GROUPS										
Total	52 580	46 513	76 879	141 241	49 402	52 725	79 404	894 100	37 688	19 831
English	37 602	41 935	63 163	108 566	42 287	46 458	67 606	590 641	32 654	17 519
French	319	173	661	979	1 455	1 465	682	9 512	141	88
German	2 973	672	1 325	6 226	692	429	1 564	34 470	1 026	300
Spanish	1 176	93	555	2 106	74	309	668	18 537	187	64
Other	10 510	3 640	11 175	23 367	4 894	4 064	8 884	240 940	3 680	1 860
STATE OF BIRTH										
Total native population	47 992	45 609	72 563	132 453	47 872	51 508	76 664	788 028	36 962	19 383
Born in State of residence	36 843	32 304	48 928	105 213	39 567	42 816	65 330	589 352	31 686	15 977
Born in different State	7 229	12 144	18 132	18 605	5 781	6 895	9 132	138 989	3 681	2 705
Percent of total	15.1	26.6	25.0	14.0	12.1	13.4	11.9	17.6	10.0	14.0
Northeast	4 083	9 003	8 508	10 110	3 584	5 306	3 746	60 035	1 606	1 711
North Central	746	1 725	4 525	2 919	902	594	1 737	26 582	854	418
South	2 150	953	3 242	4 460	985	778	3 063	44 805	1 066	477
West	250	433	1 857	1 116	310	217	586	7 567	155	99
Born abroad, at sea, etc.	793	175	528	1 575	248	363	514	10 022	321	112
State of birth not reported	3 127	986	4 975	7 060	2 256	1 434	1 688	49 665	1 074	591
RESIDENCE IN 1965										
Total population, 5 years old and over	48 611	41 790	70 863	129 579	44 787	47 759	71 978	827 793	34 415	18 329
Same house	27 842	24 399	29 595	75 019	26 692	32 162	44 501	492 762	19 417	10 715
Different house in United States	18 166	16 213	33 319	47 198	16 055	14 196	24 989	277 769	13 774	6 997
Same county	10 078	7 684	12 600	24 513	8 197	8 233	13 394	163 423	6 734	3 226
Different county	8 088	8 529	20 519	22 685	7 858	5 963	11 595	114 346	7 040	3 771
In Armed Forces in 1965	114	160	276	562	231	153	284	2 155	206	58
Persons attending college in 1965	275	568	3 318	2 072	434	238	806	11 431	206	115
Same State	6 103	5 356	10 609	15 987	5 605	4 147	8 632	74 722	5 849	2 776
Different State	1 985	3 173	9 910	6 698	2 253	1 816	2 963	39 624	1 191	995
In Armed Forces in 1965	58	132	227	374	131	85	207	1 640	103	43
Persons attending college in 1965	95	293	2 182	834	157	131	236	5 757	55	42
Northeast	950	1 751	4 580	2 994	731	1 248	1 060	16 471	528	627
North Central	197	529	2 219	1 068	385	174	594	7 863	302	179
South	611	665	1 819	1 802	821	246	1 021	10 434	272	114
West	227	228	1 292	813	316	148	208	4 856	69	75
Abroad	368	326	2 465	1 146	351	198	450	18 115	135	101
In Armed Forces in 1965	51	102	121	142	72	62	112	739	52	31
Moved, 1965 residence not reported	2 235	852	5 484	6 216	1 689	1 203	2 038	39 147	1 089	516
RESIDENCE IN 1965 OF SELECTED CLASSES OF MIGRANTS										
Different county in 1965	1 297	283	10 850	4 629	390	1 229	804	11 950	1 682	869
In Armed Forces, 1970	8	13	6	25	–	–	7	135	6	–
Inmate of institution, 1970	815	27	260	587	64	1 165	362	2 691	1 543	8
Attending college, 1970	474	243	10 584	4 017	326	64	428	9 074	133	861
Living with one or both parents	30	23	25	93	57	20	69	1 797	8	33
Not living with parents	444	220	10 559	3 924	269	44	359	7 277	125	828
Different State in 1965	132	96	5 301	405	74	50	181	4 471	169	336
In Armed Forces, 1970	–	13	6	–	–	–	–	96	6	–
Inmate of institution, 1970	71	–	79	20	26	21	10	343	131	–
Attending college, 1970	61	83	5 216	385	48	29	171	4 032	32	338
Living with one or both parents	5	–	13	49	8	14	38	675	–	18
Not living with parents	56	83	5 203	336	40	15	133	3 357	32	320
PLACE OF WORK										
All workers	19 600	16 440	30 667	50 883	17 096	18 140	28 693	386 311	13 192	7 184
Worked in county of residence	15 141	8 726	24 811	36 736	12 080	11 107	17 002	222 644	8 255	5 209
Percent of all workers	77.3	53.1	80.9	72.2	70.7	61.2	59.3	60.8	62.6	72.5
Worked outside county of residence	2 070	6 747	1 680	7 890	3 306	5 133	10 560	111 565	3 689	1 510
Place of work not reported	2 389	967	4 176	6 257	1 710	1 900	1 131	32 102	1 248	465
VETERAN STATUS										
Civilian male, 16 years old and over	19 207	14 126	29 704	47 024	15 322	17 296	25 395	294 546	13 512	6 167
Veteran	7 866	6 445	8 003	20 645	7 380	7 053	9 713	140 326	5 272	2 418
Percent of total	41.0	45.6	26.9	43.9	48.2	40.8	38.2	47.6	39.0	39.2
Vietnam conflict	977	931	1 590	2 876	1 102	899	1 310	14 907	964	282
Korean conflict	1 244	1 439	1 267	3 858	1 116	1 021	1 944	22 873	971	391
Korean conflict and World War II	71	130	160	463	209	118	189	3 470	65	48
World War II	4 020	2 521	3 373	9 325	3 490	3 303	4 264	72 697	2 021	1 159
World War I	498	276	454	1 308	530	516	410	7 531	351	228
Other service	1 056	1 148	1 159	2 815	933	1 196	1 596	18 658	880	310
Nonveteran	11 341	7 681	21 701	26 379	7 942	10 243	15 682	154 220	8 249	3 749

[1]Includes West Germany and East Germany. [2]See text for definition.

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Albany	Allegany	Bronx	Broome	Cattaraugus	Cayuga	Chautauqua	Chemung	Chenango	[illegible]	Columbia
SCHOOL ENROLMENT											
Total enrolled, 3 to 34 years old	84 252	16 697	361 770	63 573	24 333	22 842	41 982	29 351	13 811	34 261	13 294
Nursery school	1 625	151	4 503	832	222	191	357	330	100	245	117
Public	308	90	2 432	327	146	90	157	133	25	41	73
Kindergarten	4 862	722	20 415	4 052	1 551	1 405	2 512	1 907	967	1 611	791
Public	3 609	722	17 824	3 858	1 466	1 341	2 400	1 839	937	1 468	767
Elementary (1 to 8 years)	42 874	7 671	210 123	35 357	13 771	12 986	23 670	17 143	8 454	13 282	7 981
Public	30 325	7 575	164 817	31 733	12 407	10 989	21 871	15 532	8 112	11 526	7 643
High school (1 to 4 years)	19 530	3 458	86 694	15 730	6 427	6 075	10 678	7 871	3 853	5 050	3 695
Public	13 824	3 422	67 887	14 194	6 125	5 285	10 235	7 205	3 603	4 460	3 470
College	15 361	4 695	40 035	7 602	2 362	2 165	3 765	2 100	437	4 075	710
Percent enrolled, 3 to 34 years old	58.5	64.2	48.1	55.8	57.3	56.9	57.4	54.9	57.5	55.5	54.2
3 and 4 years old	15.1	8.0	12.1	9.6	7.8	7.7	6.8	8.8	5.1	7.9	5.9
5 and 6 years old	85.6	74.1	74.6	82.3	79.9	79.2	78.8	79.3	85.1	84.8	78.8
7 to 13 years old	98.4	98.7	95.8	97.4	97.1	98.5	98.5	96.9	96.1	95.9	95.0
14 and 15 years old	99.9	95.8	93.5	97.5	94.5	96.6	96.0	98.4	99.9	99.3	94.4
16 and 17 years old	92.4	93.2	85.1	92.5	88.9	91.7	92.2	91.4	95.3	87.3	89.1
18 and 19 years old	70.0	64.9	50.8	60.6	59.0	62.5	62.3	53.0	49.1	70.3	56.9
20 and 21 years old	47.3	66.1	25.7	28.5	36.9	29.8	39.2	18.2	8.2	42.3	21.9
22 to 24 years old	19.4	20.4	11.9	13.0	9.0	9.9	12.2	5.9	5.5	11.9	4.8
25 to 34 years old	7.5	6.7	4.5	5.9	3.2	4.4	3.8	4.5	3.8	3.9	3.4
YEARS OF SCHOOL COMPLETED											
Male, 25 years old and over	74 171	10 877	372 402	57 476	20 444	20 276	38 389	25 106	11 876	17 754	14 185
No school years completed	876	28	11 107	507	185	211	305	211	107	142	95
Elementary: 1 to 4 years	1 481	132	20 312	1 190	349	357	685	395	230	419	303
5 to 7 years	7 072	772	53 306	3 916	1 918	1 744	3 430	1 642	939	2 114	1 374
8 years	9 201	1 752	53 834	6 979	3 383	2 758	5 743	3 285	1 812	2 443	2 733
High school: 1 to 3 years	14 557	2 361	83 604	10 728	4 576	5 289	9 173	5 065	2 898	3 483	3 009
4 years	20 262	3 121	94 112	19 285	6 233	6 293	12 236	9 103	3 686	5 367	4 264
College: 1 to 3 years	7 673	1 260	25 794	6 432	2 022	1 649	3 452	2 443	1 046	1 494	1 165
4 years or more	13 049	1 451	30 133	8 439	1 778	1 776	3 365	2 937	1 158	1 692	1 222
Median school years completed	12.2	12.1	10.7	12.3	11.9	11.9	12.0	12.2	12.0	11.7	11.6
Percent high school graduates	55.3	53.6	40.3	59.4	49.1	48.9	49.6	57.7	49.6	48.2	47.0
Female, 25 years old and over	87 564	12 098	465 430	65 592	23 163	21 647	44 108	29 438	13 174	17 257	15 850
No school years completed	1 100	40	18 787	713	179	236	543	241	156	105	142
Elementary: 1 to 4 years	1 777	115	27 988	1 160	347	391	722	420	143	284	264
5 to 7 years	7 281	442	67 822	4 421	1 537	1 537	3 232	1 583	794	1 534	1 070
8 years	10 743	1 540	71 687	7 350	3 060	2 769	5 464	3 683	1 530	2 394	2 568
High school: 1 to 3 years	16 433	2 503	96 931	12 917	5 253	4 955	9 384	5 952	2 957	3 869	3 364
4 years	31 851	4 431	138 102	26 706	8 478	7 739	16 465	11 918	5 051	5 611	5 562
College: 1 to 3 years	9 184	1 875	22 621	6 924	2 889	2 495	5 470	3 052	1 530	1 651	1 650
4 years or more	9 196	1 152	21 492	5 401	1 420	1 525	2 828	2 589	1 013	1 560	1 224
Median school years completed	12.2	12.3	10.4	12.2	12.1	12.1	12.2	12.2	12.2	12.1	12.1
Percent high school graduates	57.4	61.6	39.1	59.5	55.2	54.3	56.1	59.6	57.6	52.5	53.3
YEARS OF SCHOOL COMPLETED FOR SELECTED AGE GROUPS											
Male, 20 to 49 years old	49 284	7 635	252 505	38 515	13 297	13 614	23 600	17 011	7 431	15 106	8 227
No high school	4 776	703	52 756	3 069	1 647	1 602	2 844	1 845	959	2 [illegible]	1 [illegible]
High school, 1 to 3 years	8 384	1 216	64 465	5 817	2 781	3 763	4 877	3 516	1 779	2 [illegible]	1 852
High school, 4 years	15 904	2 630	81 525	15 290	5 267	5 073	9 978	7 177	3 005	5 [illegible]	3 [illegible]
College, 1 year or more	20 220	2 856	53 959	14 339	3 600	3 176	6 101	4 473	1 688	3 [illegible]	1 [illegible]
Female, 15 to 44 years old	59 541	9 569	314 852	44 772	15 418	14 595	28 942	20 304	8 540	15 [illegible]	9 [illegible]
No high school	4 420	553	63 775	2 678	1 299	1 165	2 114	1 721	765	1 [illegible]	992
High school, 1 to 3 years	14 588	2 401	96 138	10 941	3	4 476	8 119	5 490	2 760	4 [illegible]	[illegible] 113
High school, 4 years	23 160	4 144	112 204	20 599	6 462	5 889	12 795	9 002	3 673	5 [illegible]	[illegible] 899
College, 1 year or more	17 363	2 491	42 735	10 554	2 614	3 045	5 914	4 101	1 342	3 [illegible]	1 495
FAMILY COMPOSITION											
Families	71 351	10 691	390 667	55 860	19 690	18 596	37 991	25 084	11 501	16 272	13 198
With own children under 3 years	10 234	1 654	65 949	9 076	3 010	3 025	5 592	4 021	1 862	3 059	1 859
With own children under 6 years	17 157	2 893	104 366	15 264	5 188	5 125	9 377	6 936	3 180	5 [illegible]	3 094
With own children under 12 years	27 938	4 583	161 517	24 607	8 213	7 871	15 347	10 998	5 171	8 [illegible]	5 009
With own children under 18 years	36 778	5 884	204 661	31 209	10 736	10 342	20 085	14 234	6 710	9 [illegible]	6 662
With sons/daughters under 25 years	41 560	6 434	235 916	34 413	11 661	11 417	22 328	15 606	7 220	10 [illegible]	7 351
With sons/daughters 13 to 19 years	19 434	3 263	93 869	15 862	5 813	5 626	10 714	7 419	3 468	4 [illegible]	3 566
With sons/daughters 18 to 24 years	11 162	1 311	61 925	7 717	2 782	2 736	5 115	3 479	1 375	2 [illegible]	1 628
Subfamilies	1 183	251	8 650	924	430	407	697	463	227	364	378
Number of own children under 18 years	1 116	369	8 568	990	503	551	713	582	376	357	415
Husband-wife subfamilies	674	111	3 921	462	231	195	333	173	101	219	192
Number of own children under 18 years	348	126	2 113	350	219	209	182	136	107	140	158
Subfamilies with female head	461	124	4 421	365	177	193	335	250	120	141	174
Number of own children under 18 years	677	215	6 010	564	242	310	463	379	263	193	235
Married couples	61 009	9 563	295 201	49 155	17 141	16 187	33 435	21 634	10 235	14 379	11 758
Percent in subfamilies	1.1	1.2	1.3	1.0	1.3	1.2	1.0	0.8	1.0	1.5	1.6
With own children under 6 years	15 729	2 746	77 895	14 104	4 826	4 715	8 663	6 370	2 965	4 [illegible]	2 [illegible]
With own children under 18 years	32 472	5 378	149 447	27 964	9 725	9 326	18 014	12 675	6 019	8 [illegible]	6 [illegible]
With husband under 45 years	27 632	4 561	139 406	23 556	7 866	7 273	15 009	10 544	4 868	8 277	5 [illegible]
Total under 18 years old	89 851	15 941	467 286	75 425	29 614	27 445	49 576	35 011	17 694	27 094	17 126
Living with both parents	76 412	13 832	308 857	64 999	25 156	23 477	42 904	30 390	15 152	23 [illegible]	14 [illegible]
Percent of total	85.0	86.8	66.1	86.2	84.9	85.5	86.5	84.9	85.6	86.3	82.5
CHILDREN EVER BORN											
Women, 35 to 44 years old, ever married	14 911	2 140	77 643	11 846	4 322	3 712	7 915	5 372	2 428	3 615	2 629
Children ever born	46 383	7 925	212 468	37 807	15 054	13 053	25 831	18 080	8 707	13 071	8 386
Per 1,000 women ever married	3 111	3 703	2 736	3 192	3 483	3 516	3 264	3 366	3 586	3 616	3 190
TYPE OF GROUP QUARTERS											
Persons in group quarters	10 954	3 765	24 458	6 600	2 764	3 185	3 203	3 458	792	6 288	1 741
Inmate of mental hospital	197	–	1 369	1 706	–	12	33	22	–	417	102
Inmate of home for the aged	1 030	80	6 475	914	351	501	750	435	499	367	389
Inmate of other institution	1 181	6	8 100	118	480	1 772	66	1 465	97	1 [illegible]	620
In rooming house	414	214	2 455	662	72	92	263	153	121	155	272
In military barracks	–	–	–	–	–	–	–	–	–	1 [illegible]	–
In college dormitory	6 035	3 366	2 323	2 637	1 316	604	1 691	1 [illegible]	–	2 [illegible]	–
Other	2 134	99	3 736	563	545	204	380	[illegible] 67	75	128	358

Table 120. Educational and Family Characteristics for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Cortland	Delaware	Dutchess	Erie	Essex	Franklin	Fulton	Genesee	Greene	Hamilton	Herkimer
SCHOOL ENROLLMENT											
Total enrolled, 3 to 34 years old	14 962	13 034	63 442	332 868	9 901	13 635	13 935	16 954	8 246	1 199	18 844
Nursery school	103	110	1 287	4 836	116	27	175	183	26	–	195
Public	57	87	318	1 488	74	21	51	44	21	–	105
Kindergarten	778	751	4 299	20 123	635	954	926	1 111	546	104	1 140
Public	729	751	4 055	16 606	592	792	889	1 022	522	104	1 076
Elementary (1 to 8 years)	7 398	7 488	36 558	184 274	6 203	7 891	8 118	9 912	4 808	667	11 062
Public	6 998	7 488	31 011	139 688	5 525	6 704	7 581	9 122	4 557	654	10 108
High school (1 to 4 years)	3 267	3 242	13 782	82 045	2 598	3 227	3 790	4 797	2 435	406	4 969
Public	3 076	3 165	12 517	66 061	2 457	2 968	3 537	4 429	2 284	399	4 691
College	3 416	1 443	7 516	41 540	349	1 536	926	971	431	22	1 478
Percent enrolled, 3 to 34 years old	58.3	58.3	53.7	58.4	57.9	58.2	56.1	54.9	53.5	56.1	57.1
3 and 4 years old	7.3	9.3	13.1	11.9	20.1	2.5	7.7	9.3	9.6	7.[illegible]	6.6
5 and 6 years old	79.0	81.1	85.0	85.3	61.9	81.0	84.0	78.3	78.0	75.[illegible]	77.3
7 to 13 years old	97.4	98.9	96.7	98.2	96.3	95.5	97.9	95.3	96.6	95.[illegible]	99.8
14 and 15 years old	97.1	92.0	97.6	98.5	95.7	91.9	98.7	99.6	94.0	93.0	99.9
16 and 17 years old	91.0	91.5	88.4	91.8	86.5	85.8	89.7	92.0	78.4	99.9	93.4
18 and 19 years old	69.4	74.8	59.1	62.0	46.4	67.4	60.2	53.9	58.0	...	58.9
20 and 21 years old	55.9	27.5	34.8	35.8	16.4	35.2	24.1	15.3	15.2	–	24.9
22 to 24 years old	22.8	7.4	11.0	17.6	8.1	12.3	8.8	8.9	6.8	3.8	12.7
25 to 34 years old	4.2	2.9	6.5	6.8	2.6	4.2	3.7	4.9	5.0	3.2	4.0
YEARS OF SCHOOL COMPLETED											
Male, 25 years old and over	10 876	11 961	60 358	285 623	9 117	10 550	14 186	15 096	9 193	1 386	17 972
No school years completed	85	67	1 832	3 770	55	252	139	133	76	9	276
Elementary: 1 to 4 years	162	119	1 466	7 807	118	380	262	268	160	5	414
5 to 7 years	938	994	5 023	28 356	1 036	1 432	1 768	1 096	875	145	2 096
8 years	1 472	2 345	7 500	37 758	1 592	2 287	2 376	2 088	1 797	280	2 977
High school: 1 to 3 years	2 410	2 306	9 881	63 356	2 069	1 894	3 628	3 365	1 821	305	4 086
4 years	3 409	4 002	16 873	78 110	2 654	2 848	3 831	5 235	2 938	404	5 167
College: 1 to 3 years	1 068	1 103	7 055	30 181	728	659	1 078	1 620	830	136	1 611
4 years or more	1 332	1 025	10 728	36 295	865	798	1 104	1 231	696	122	1 345
Median school years completed	12.1	12.0	12.4	12.0	11.5	10.5	11.1	12.1	11.8	11.7	11.4
Percent high school graduates	53.4	51.2	57.4	50.6	46.6	40.8	42.4	54.2	49.6	47.8	45.2
Female, 25 years old and over	12 241	13 019	63 694	328 434	10 174	12 092	16 408	16 443	10 468	1 470	20 393
No school years completed	85	121	1 864	4 687	85	201	139	132	92	–	422
Elementary: 1 to 4 years	179	127	1 289	7 538	108	322	224	244	111	8	354
5 to 7 years	777	763	4 502	30 144	741	1 321	1 733	1 035	845	118	1 822
8 years	1 257	1 751	7 471	46 454	1 358	1 836	2 559	2 035	2 040	201	3 040
High school: 1 to 3 years	2 793	2 678	11 292	74 495	2 384	2 537	4 032	3 625	2 076	430	4 570
4 years	4 469	4 542	22 391	110 075	3 610	3 600	5 419	6 398	3 702	451	7 315
College: 1 to 3 years	1 567	1 919	8 234	29 670	1 184	1 407	1 420	1 833	957	157	1 736
4 years or more	1 114	1 118	6 651	25 371	704	818	882	1 221	645	105	1 134
Median school years completed	12.2	12.2	12.2	12.0	12.1	11.7	11.6	12.2	12.0	11.8	12.0
Percent high school graduates	56.4	58.2	58.5	50.3	54.0	48.2	47.1	57.2	50.7	48.5	49.9
YEARS OF SCHOOL COMPLETED FOR SELECTED AGE GROUPS											
Male, 20 to 49 years old	7 616	7 116	42 439	190 598	5 388	6 563	8 269	9 881	5 285	691	10 900
No high school	891	1 054	4 917	23 068	958	1 487	1 195	1 069	703	87	1 514
High school, 1 to 3 years	1 352	1 320	6 960	37 160	1 210	1 070	1 999	2 062	1 176	175	2 374
High school, 4 years	2 922	3 020	13 699	66 363	2 035	2 614	3 238	4 336	2 253	293	4 324
College, 1 year or more	2 451	1 722	16 863	63 987	1 185	1 392	1 837	2 474	1 153	136	2 688
Female, 15 to 44 years old	10 329	8 012	45 041	227 677	6 215	7 845	9 395	11 439	5 841	800	12 313
No high school	713	803	3 631	19 376	716	1 189	907	921	579	42	1 143
High school, 1 to 3 years	2 581	2 219	10 773	65 892	1 965	2 540	3 003	3 300	1 908	262	3 794
High school, 4 years	4 092	3 239	17 867	91 538	2 498	2 903	3 891	5 034	2 543	372	5 337
College, 1 year or more	2 942	1 751	12 770	50 871	1 036	1 213	1 594	2 234	811	124	2 039
FAMILY COMPOSITION											
Families	10 790	11 453	51 072	277 828	8 591	10 185	13 772	14 953	8 836	1 266	17 250
With own children under 3 years	1 911	1 518	9 064	42 599	1 368	1 667	1 935	2 661	1 165	185	2 603
With own children under 6 years	3 119	2 623	15 583	70 789	2 311	2 906	3 307	4 223	2 012	296	4 253
With own children under 12 years	4 909	4 490	24 769	116 184	3 751	4 499	5 303	6 699	3 203	477	6 859
With own children under 18 years	6 092	5 873	30 456	153 325	4 716	5 847	7 014	8 569	4 260	593	8 979
With sons/daughters under 25 years	6 667	6 465	32 860	173 261	5 074	6 348	7 851	9 354	4 772	643	10 229
With sons/daughters 13 to 19 years	2 912	3 075	13 701	83 498	2 505	3 278	3 620	4 441	2 220	302	5 014
With sons/daughters 18 to 24 years	1 253	1 382	6 023	48 347	968	1 297	1 932	1 997	1 064	150	2 859
Subfamilies	256	221	973	5 384	213	188	217	282	251	6	389
Number of own children under 18 years	239	274	1 032	5 741	343	305	283	377	329	6	462
Husband-wife subfamilies	142	123	507	2 596	110	56	90	151	140	–	198
Number of own children under 18 years	58	92	355	1 670	125	67	73	159	134	–	138
Subfamilies with female head	95	94	405	2 521	103	120	111	122	99	6	165
Number of own children under 18 years	139	174	593	3 728	218	219	194	205	165	6	255
Married couples	9 506	10 270	45 574	238 322	7 541	8 683	12 121	13 395	7 921	1 130	15 177
Percent in subfamilies	1.5	1.2	1.1	1.1	1.5	0.6	0.7	1.1	1.8	–	1.3
With own children under 6 years	2 878	2 445	14 807	64 796	2 146	2 643	3 082	4 055	1 881	291	4 071
With own children under 18 years	5 366	5 294	27 755	135 183	4 257	5 111	6 265	7 894	3 984	554	8 244
With husband under 45 years	4 967	4 272	24 982	111 435	3 413	4 031	5 110	6 454	3 241	426	6 623
Total under 18 years old	15 702	15 022	75 759	381 814	12 571	16 735	17 251	21 802	10 476	1 552	22 878
Living with both parents	13 111	12 783	65 513	324 100	10 566	13 962	14 668	19 037	8 960	1 353	20 308
Percent of total	83.5	85.1	86.5	84.9	84.0	83.4	85.0	87.3	85.5	87.2	88.8
CHILDREN EVER BORN											
Women, 35 to 44 years old, ever married	2 177	2 129	11 968	61 776	1 771	2 015	2 720	2 962	1 653	212	3 462
Children ever born	7 326	6 973	36 035	193 620	6 317	8 106	8 336	10 527	5 176	783	11 187
Per 1,000 women ever married	3 365	3 275	3 011	3 134	3 567	4 023	3 065	3 554	3 131	3 693	3 231
TYPE OF GROUP QUARTERS											
Persons, in group quarters	2 795	1 705	21 431	23 038	504	1 928	536	868	903	19	806
Inmate of mental hospital	–	29	8 346	4 137	–	39	–	–	–	–	–
Inmate of home for the aged	247	219	603	4 153	207	202	253	313	215	–	398
Inmate of other institution	55	127	6 720	4 009	57	562	117	39	507	–	6
In rooming house	76	160	753	1 086	115	82	81	102	76	19	151
In military barracks	–	–	–	67	–	–	–	–	–	–	–
In college dormitory	2 277	993	3 103	4 928	42	828	–	–	–	–	51
Other	140	177	1 906	4 656	83	215	85	414	105	–	200

[For meaning of symbols, see text]

Counties	Jefferson	Kings	Lewis	Livingston	Madison	Monroe	Montgomery	Nassau	New York	Niagara
SCHOOL ENROLLMENT										
Total enrolled, 3 to 34 years old	24 845	659 758	7 499	17 090	21 171	212 148	14 328	468 477	311 807	72 353
Nursery school	149	9 579	69	295	271	5 200	172	11 6x2	9 988	678
Public	62	4 319	51	115	45	1 403	131	1 902	3 664	277
Kindergarten	1 948	35 925	534	1 213	1 369	13 791	830	23 782	14 859	4 503
Public	1 827	30 657	510	1 123	1 338	12 509	811	22 303	11 449	4 116
Elementary (5 to 8 years)	14 868	371 629	4 514	8 387	10 733	114 576	7 994	246 452	151 535	41 201
Public	13 128	282 345	4 211	7 953	10 357	90 565	7 212	197 724	111 845	35 641
High school (9 to 4 years)	6 597	162 856	2 193	3 541	4 406	48 224	4 053	130 850	67 657	18 741
Public	6 032	131 341	2 186	3 466	4 301	39 172	3 460	114 253	49 827	16 474
College	1 283	79 769	169	3 654	4 372	30 357	1 279	55 701	67 726	7 030
Percent enrolled, 3 to 34 years old	54.9	50.3	58.9	56.7	59.8	55.8	57.7	65.5	44.2	59.3
3 and 4 years old	6.0	13.8	3.8	11.2	9.1	16.9	11.2	23.4	28.4	10.1
5 and 6 years old	81.2	77.1	84.1	84.2	83.2	84.2	82.9	86.8	86.9	82.9
7 to 13 years old	94.6	96.0	94.7	95.7	98.5	98.0	99.0	99.0	99.6	99.2
14 and 15 years old	98.2	94.7	99.9	91.5	98.0	97.2	98.3	99.4	99.6	97.2
16 and 17 years old	90.1	87.7	88.0	88.8	88.8	93.7	92.9	96.0	87.6	96.1
18 and 19 years old	50.9	53.4	52.9	67.2	79.2	63.2	56.8	70.0	56.4	61.2
20 and 21 years old	12.9	26.7	19.3	54.9	50.8	37.9	27.6	45.0	33.6	32.6
22 to 24 years old	7.4	14.3	0.7	20.0	12.5	17.0	13.1	19.2	21.8	12.6
25 to 34 years old	2.7	5.6	2.1	7.0	3.8	7.3	3.2	6.4	9.0	5.3
YEARS OF SCHOOL COMPLETED										
Male, 25 years old and over	22 032	672 859	5 840	13 361	14 790	180 291	15 588	370 219	470 904	60 364
No school years completed	154	23 738	30	668	120	2 347	301	3 754	11 480	953
Elementary: 1 to 4 years	312	32 155	117	225	237	4 609	489	5 389	11 676	1 651
5 to 7 years	1 858	91 050	726	1 209	1 384	14 218	1 964	19 599	33 616	6 107
8 years	3 553	94 649	1 217	1 809	1 912	18 159	2 500	23 045	47 [illegible]	7 742
High school: 1 to 3 years	5 044	144 900	1 343	2 997	3 415	35 164	3 586	62 477	74 067	10 893
4 years	7 133	170 550	1 724	3 705	4 366	49 717	4 611	109 519	96 267	18 499
College: 1 to 3 years	2 021	53 668	359	1 293	1 522	22 023	1 058	51 703	47 001	5 695
4 years or more	1 957	62 149	324	1 455	1 834	34 054	1 079	84 728	119 120	5 844
Median school years completed	12.0	11.0	10.9	11.8	12.1	12.3	11.1	12.6	12.3	11.9
Percent high school graduates	50.4	42.6	41.2	48.3	52.2	58.7	43.3	66.4	55.7	49.6
Female, 25 years old and over	25 624	818 013	6 199	14 363	15 965	204 676	18 218	423 529	560 876	67 287
No school years completed	133	36 394	46	719	152	2 638	512	6 210	16 810	1 010
Elementary: 1 to 4 years	281	40 958	41	155	160	5 019	623	6 164	26 173	1 722
5 to 7 years	1 661	112 307	451	842	928	15 953	2 0[illegible]	22 841	64 745	6 253
8 years	3 595	128 422	1 071	1 490	1 695	22 858	2 [illegible]8	45 186	61 545	7 650
High school: 1 to 3 years	5 699	172 520	1 393	3 127	3 669	41 150	3 726	66 875	88 [illegible]9	16 074
4 years	9 785	246 902	2 111	4 859	5 894	71 050	6 117	179 409	124 [illegible]5	24 965
College: 1 to 3 years	3 066	43 530	648	1 779	2 042	24 033	1 403	46 803	61 933	5 724
4 years or more	1 584	36 980	438	1 392	1 435	21 775	901	50 036	94 466	3 821
Median school years completed	12.2	10.6	12.0	12.2	12.2	12.2	11.4	12.4	12.1	12.0
Percent high school graduates	56.0	40.0	51.6	55.9	58.7	57.1	46.2	65.2	53.7	51.3
YEARS OF SCHOOL COMPLETED FOR SELECTED AGE GROUPS										
Male, 20 to 49 years old	13 903	448 507	3 707	9 087	11 130	129 954	8 569	248 252	319 279	40 083
No high school	1 707	83 245	567	994	1 401	11 658	973	14 453	56 970	5 [illegible]6
High school, 1 to 3 years	2 958	105 091	905	1 992	2 174	21 399	1 921	35 077	58 264	6 [illegible]6
High school, 4 years	6 122	147 707	1 645	3 290	3 840	42 722	3 732	63 808	73 [illegible]7	15 [illegible]6
College, 1 year or more	3 116	112 463	590	2 811	3 715	54 175	1 943	114 914	141 424	10 [illegible]5
Female, 15 to 44 years old	16 303	549 528	4 309	11 638	12 509	151 007	9 813	298 306	352 627	46 847
No high school	1 440	95 359	409	794	942	12 250	757	17 251	55 [illegible]0	3 [illegible]1
High school, 1 to 3 years	5 116	168 918	1 586	2 925	3 749	37 709	2 855	76 061	74 280	14 [illegible]0
High school, 4 years	7 066	204 127	1 803	4 492	4 943	57 860	4 406	124 664	92 [illegible]6	19 [illegible]1
College, 1 year or more	2 681	81 184	514	3 427	2 875	43 148	1 794	60 330	132 [illegible]1	8 595
FAMILY COMPOSITION										
Families	21 966	685 528	5 508	12 395	14 549	176 627	14 765	359 638	359 540	59 701
With own children under 3 years	3 623	105 909	982	2 339	2 717	30 820	1 758	42 995	43 876	9 417
With own children under 6 years	6 216	174 087	1 627	3 817	4 492	50 602	2 931	79 243	74 185	15 592
With own children under 12 years	9 387	273 203	2 514	5 645	6 798	78 433	4 839	150 031	120 372	25 650
With own children under 18 years	12 116	354 726	3 215	7 116	8 582	99 837	6 908	215 434	195 929	33 912
With sons or daughters under 25 years	13 332	414 027	3 467	7 637	9 363	111 193	8 064	249 608	160 615	38 054
With sons or daughters 13 to 19 years	6 465	178 108	1 834	3 389	4 245	49 065	4 159	136 319	72 [illegible]9	18 [illegible]3
With sons or daughters 18 to 24 years	3 009	122 173	773	1 591	2 146	26 002	2 473	79 968	46 [illegible]3	10 547
Subfamilies	549	15 060	141	311	248	3 723	336	9 323	7 481	1 218
Number of own children under 18 years	627	15 690	216	328	271	3 850	322	8 022	8 208	1 [illegible]1
Husband-wife subfamilies	247	7 017	82	151	164	2 017	192	6 462	2 857	652
Number of own children under 18 years	167	3 927	115	118	116	1 385	97	3 914	1 547	503
Subfamilies with female head	270	7 577	51	148	74	1 591	128	2 624	4 199	539
Number of own children under 18 years	414	11 111	85	180	133	2 306	204	3 732	6 113	855
Married couples	19 125	535 438	4 825	11 140	13 026	156 279	12 762	330 059	248 131	52 805
Percent in subfamilies	1.3	1.3	1.7	1.4	1.3	1.3	1.5	2.0	1.1	1.2
With own children under 6 years	5 701	137 112	1 570	3 664	4 214	46 838	2 740	76 956	56 [illegible]3	14 [illegible]5
With own children under 19 years	10 821	273 704	2 949	6 544	7 600	90 160	6 267	201 915	112 [illegible]3	30 [illegible]5
With husband under 45 years	8 864	244 243	2 276	5 752	6 514	79 302	4 875	138 034	122 [illegible]9	24 [illegible]1
Total under 18 years old	32 281	819 734	9 656	18 450	22 890	244 355	17 033	498 289	332 [illegible]1	64 [illegible]0
Living with both parents	27 151	576 257	8 369	15 868	20 132	211 287	14 912	452 077	216 [illegible]5	73 [illegible]1
Percent of total	84.1	70.3	86.7	86.0	88.0	86.5	87.5	90.7	65.2	86.9
CHILDREN EVER BORN										
Women, 35 to 44 years old, ever married	4 373	139 737	1 250	2 427	3 155	37 879	2 800	101 603	79 584	13 473
Children ever born	15 370	391 531	5 471	9 092	11 242	116 720	8 973	285 502	173 196	48 [illegible]3
Per 1,000 women ever married	3 515	2 802	4 377	3 334	3 563	3 081	3 105	2 810	2 182	3 [illegible]9
TYPE OF GROUP QUARTERS										
Persons, in group quarters	1 168	23 939	166	4 907	3 766	19 380	798	15 446	42 765	3 136
Inmate of mental hospital	5	2 894	–	27	11	2 851	–	116	3 612	–
Inmate of home for the aged	378	7 424	97	273	226	3 510	430	3 913	4 825	952
Inmate of other institution	257	1 906	–	1 838	141	1 031	10	1 267	5 643	227
In rooming house	180	2 791	57	95	146	1 281	115	3 094	6 [illegible]3	614
In military barracks	72	1 846	–	–	–	–	–	701	2 [illegible]2	221
In college dormitory	10	904	–	2 487	3 223	8 888	–	3 965	8 650	780
Other	266	6 174	12	187	19	1 819	243	2 960	11 [illegible]1	352

Table 120. Educational and Family Characteristics for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Richmond	Rockland	St. Lawrence	Saratoga	Schenectady	Schoharie	Schuyler	Seneca	Steuben	Suffolk
SCHOOL ENROLLMENT										
Total enrolled, 3 to 34 years old	**82 911**	**76 528**	**39 333**	**37 852**	**45 330**	**7 418**	**4 934**	**9 387**	**29 020**	**366 319**
Nursery school	1 153	2 202	347	586	955	104	16	42	270	7 471
Public	495	378	290	77	179	104	5	19	141	1 457
Kindergarten	5 690	5 298	2 167	2 714	2 876	438	364	681	1 795	26 090
Public	4 752	4 967	2 108	2 427	2 455	438	364	655	1 748	25 321
Elementary (1 to 8 years)	46 517	45 393	19 659	21 662	24 445	3 684	3 094	5 362	17 017	218 533
Public	29 211	37 349	17 669	19 505	20 822	3 863	3 074	5 014	15 990	196 549
High school (1 to 4 years)	19 668	17 429	8 818	8 633	11 803	1 681	1 332	2 449	7 824	83 785
Public	14 098	15 167	8 373	7 711	10 658	1 643	1 226	2 419	7 735	75 595
College	9 883	6 206	8 342	4 257	5 251	1 311	128	653	2 114	30 440
Percent enrolled, 3 to 34 years old	**52.4**	**60.4**	**62.6**	**56.8**	**58.2**	**58.3**	**55.9**	**54.1**	**56.5**	**58.6**
3 and 4 years old	10.1	21.2	9.9	10.8	17.3	12.4	2.6	5.6	7.4	14.3
5 and 6 years old	82.9	87.0	84.5	86.7	89.4	71.6	89.0	78.1	78.4	84.5
7 to 13 years old	95.1	97.3	97.3	97.7	98.4	97.6	97.0	96.2	97.0	98.5
14 and 15 years old	94.5	96.8	93.8	96.0	98.0	97.7	94.7	99.9	98.0	97.8
16 and 17 years old	89.5	95.7	90.3	93.5	98.5	92.7	93.9	89.9	86.7	93.3
18 and 19 years old	55.4	70.1	76.5	71.2	64.4	70.9	53.4	62.9	57.6	60.5
20 and 21 years old	30.3	31.6	54.3	38.9	35.6	33.1	8.7	19.3	24.5	29.3
22 to 24 years old	12.4	13.3	19.3	9.5	14.2	8.9	3.1	9.3	10.7	12.9
25 to 34 years old	6.8	5.8	6.3	4.9	5.9	4.2	3.8	4.3	4.2	5.7
YEARS OF SCHOOL COMPLETED										
Male, 25 years old and over	**76 613**	**57 559**	**26 046**	**30 317**	**42 996**	**6 352**	**4 354**	**9 734**	**26 055**	**278 816**
No school years completed	1 980	1 828	219	272	491	30	28	484	154	3 265
Elementary: 1 to 4 years	1 515	1 097	491	490	886	92	84	281	514	5 027
5 to 7 years	6 095	3 522	2 540	2 707	3 388	589	409	761	2 587	21 374
8 years	9 247	5 203	4 462	3 929	4 553	1 304	755	1 657	4 053	29 862
High school: 1 to 3 years	17 670	9 120	5 813	6 068	7 638	1 287	960	1 857	5 321	54 733
4 years	23 050	15 421	7 442	9 049	13 615	1 980	1 422	3 024	8 333	85 337
College: 1 to 3 years	7 650	7 168	2 221	3 266	4 319	617	333	750	2 344	34 469
4 years or more	9 406	14 180	2 838	4 536	8 105	453	363	940	2 749	44 749
Median school years completed	12.1	12.5	11.7	12.2	12.3	11.7	11.8	11.7	12.0	12.3
Percent high school graduates	52.3	63.9	46.0	55.6	60.6	48.0	48.6	48.2	51.5	59.0
Female, 25 years old and over	**84 790**	**63 450**	**28 956**	**33 100**	**50 568**	**6 878**	**4 652**	**10 433**	**28 169**	**303 599**
No school years completed	2 173	1 998	183	272	817	32	15	372	169	4 321
Elementary: 1 to 4 years	1 772	1 309	466	558	1 119	41	40	259	352	5 009
5 to 7 years	6 686	3 704	2 077	2 405	3 527	632	242	798	1 711	19 455
8 years	11 761	6 655	4 202	4 009	5 543	1 026	658	1 392	3 694	35 136
High school: 1 to 3 years	18 121	9 206	6 424	6 395	9 412	1 366	1 057	2 182	6 152	60 579
4 years	33 502	25 107	8 971	12 870	20 065	2 490	1 868	3 652	10 211	126 745
College: 1 to 3 years	5 526	7 399	4 228	3 679	5 130	822	431	1 116	3 547	27 134
4 years or more	5 249	8 072	2 405	2 912	4 955	469	341	662	2 363	25 210
Median school years completed	12.1	12.4	12.1	12.2	12.2	12.1	12.2	12.1	12.2	12.2
Percent high school graduates	52.2	64.0	53.9	58.8	59.6	55.0	56.7	52.0	57.2	59.3
YEARS OF SCHOOL COMPLETED FOR SELECTED AGE GROUPS										
Male, 20 to 49 years old	**54 394**	**43 064**	**19 130**	**21 643**	**27 536**	**3 987**	**2 774**	**5 660**	**16 134**	**206 385**
No high school	4 208	3 559	2 760	2 480	2 001	533	573	786	2 070	16 840
High school, 1 to 3 years	12 549	6 185	3 532	3 615	3 991	805	606	1 005	3 047	39 402
High school, 4 years	20 937	13 562	6 703	8 003	10 028	1 612	1 242	2 459	6 846	75 548
College, 1 year or more	16 700	19 728	6 135	7 586	11 516	1 032	551	1 410	4 171	74 595
Female, 15 to 44 years old	**61 401**	**49 112**	**22 741**	**25 855**	**30 902**	**5 038**	**3 058**	**6 544**	**19 188**	**235 935**
No high school	3 754	3 547	2 245	1 827	1 824	440	252	646	1 725	14 915
High school, 1 to 3 years	17 264	11 189	6 521	6 369	7 909	1 537	1 183	1 867	5 833	64 965
High school, 4 years	29 537	20 417	8 218	10 956	13 281	2 125	1 219	2 818	7 922	103 265
College, 1 year or more	10 846	13 959	5 757	6 703	7 988	936	404	1 213	3 708	47 790
FAMILY COMPOSITION										
Families	**73 666**	**53 035**	**24 911**	**30 195**	**42 237**	**6 048**	**4 233**	**8 069**	**24 518**	**266 172**
With own child under 3 years	12 642	9 858	4 173	5 638	6 136	892	610	1 317	3 942	50 452
With own children under 6 years	21 446	17 908	7 181	9 408	10 275	1 519	1 155	2 224	6 606	69 068
With own children under 12 years	33 991	29 234	11 550	14 558	16 659	2 404	1 993	3 550	10 893	142 979
With own children under 18 years	42 495	36 232	14 752	17 999	22 118	3 139	2 461	4 611	13 885	176 698
With sons/daughters under 25 years	48 133	39 153	15 921	19 684	24 699	3 452	2 627	5 068	14 992	192 204
With sons/daughters 13 to 19 years	20 153	17 415	7 978	8 609	11 665	1 722	1 284	2 374	7 156	86 060
With sons/daughters 16 to 24 years	12 677	7 611	3 173	4 115	5 850	795	502	1 087	3 166	41 561
Subfamilies	**1 529**	**1 045**	**643**	**605**	**729**	**147**	**105**	**159**	**639**	**6 900**
Number of own children under 18 years	1 467	956	763	701	735	149	117	111	725	6 275
Husband-wife subfamilies	**967**	**681**	**321**	**268**	**488**	**86**	**43**	**77**	**288**	**4 570**
Number of own children under 18 years	604	478	230	249	360	80	27	13	137	2 903
Subfamilies with female head	**522**	**348**	**292**	**294**	**192**	**57**	**51**	**82**	**299**	**2 140**
Number of own children under 18 years	775	462	481	396	275	61	69	98	485	3 144
Married couples	**64 943**	**48 702**	**21 995**	**27 258**	**37 316**	**5 427**	**3 784**	**7 208**	**21 869**	**245 445**
Percent in subfamilies	1.5	1.4	1.5	1.0	1.3	1.6	1.1	1.1	1.3	1.9
With own children under 6 years	20 306	17 223	6 762	9 049	9 688	1 467	1 113	2 059	6 210	86 092
With own children under 18 years	38 893	33 862	13 235	16 734	20 147	2 896	2 219	4 116	12 567	164 921
With husband under 45 years	34 064	28 579	10 916	14 654	16 681	2 380	1 850	3 488	10 545	139 139
Total under 18 years old	**102 371**	**90 852**	**40 606**	**45 707**	**51 634**	**8 113**	**6 294**	**11 520**	**36 028**	**446 549**
Living with both parents	87 585	81 154	34 824	41 066	45 641	7 116	5 340	9 689	31 071	400 636
Percent of total	85.6	89.3	85.8	89.9	88.1	87.7	84.8	85.8	86.2	89.7
CHILDREN EVER BORN										
Women 35 to 44 years old, ever married	**16 259**	**16 162**	**5 498**	**6 930**	**8 921**	**1 277**	**866**	**1 776**	**5 211**	**72 557**
Children ever born	45 941	48 020	20 859	22 440	25 685	4 291	3 025	5 863	18 362	225 869
Per 1,000 women ever married	2 826	2 971	3 794	3 238	2 879	3 360	3 493	3 313	3 524	3 113
TYPE OF GROUP QUARTERS										
Persons in group quarters	**11 192**	**13 350**	**9 325**	**2 752**	**2 617**	**1 551**	**179**	**3 720**	**1 770**	**40 327**
Inmate of mental hospital	460	4 713	1 270	–	12	–	26	878	–	22 923
Inmate of home for the aged	998	1 146	673	246	757	238	40	1 184	208	3 956
Inmate of other institution	6 685	5 024	33	457	259	127	36	814	40	2 265
Rooming house	324	303	533	117	176	140	–	163	112	1 080
Military barracks	164	–	–	42	–	–	–	162	–	167
College dormitory	1 412	522	6 288	1 609	1 220	1 007	–	369	–	6 641
Other	949	1 642	528	281	193	39	77	150	1 410	3 295

Table 120. Educational and Family Characteristics for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Sullivan	Tioga	Tompkins	Ulster	Warren	Washington	Wayne	Westchester	Wyoming	Yates
SCHOOL ENROLLMENT										
Total enrolled, 3 to 34 years old	13 626	14 680	30 102	40 952	14 129	14 685	22 451	255 323	10 371	6 13[illegible]
Nursery school	112	190	621	485	117	125	356	8 078	50	[illegible]
Public	54	77	238	261	56	81	90	1 439	12	[illegible]
Kindergarten	833	1 079	1 279	2 650	853	1 082	1 607	14 664	753	34[illegible]
Public	829	1 073	1 271	2 552	821	1 029	1 535	12 954	711	34[illegible]
Elementary (1 to 8 years)	7 713	9 319	9 486	22 636	8 732	9 222	13 877	134 726	6 392	3 [illegible]
Public	7 212	9 125	9 149	20 695	7 894	8 764	12 979	104 137	5 954	3 [illegible]
High school (1 to 4 years)	3 757	3 537	4 697	8 928	3 644	3 786	5 583	65 938	2 606	1 [illegible]
Public	3 676	3 461	4 363	8 385	3 257	3 659	5 474	52 722	2 495	1 [illegible]
College	1 211	555	14 019	5 253	783	470	1 028	31 917	370	1 [illegible]
Percent enrolled, 3 to 34 years old	53.8	56.2	61.7	55.7	56.2	52.9	52.5	59.7	51.7	60.3
3 and 4 years old	9.4	8.1	24.6	8.4	5.1	6.6	8.9	26.7	4.4	[illegible]
5 and 6 years old	85.4	85.0	81.7	80.0	77.4	78.7	81.6	86.0	80.7	77.[illegible]
7 to 13 years old	97.1	96.8	98.7	97.0	99.9	96.7	95.2	98.6	98.7	98.[illegible]
14 and 15 years old	94.7	97.2	97.4	97.1	98.1	92.0	93.8	98.2	95.0	89.[illegible]
16 and 17 years old	89.3	86.7	94.4	86.0	93.6	91.9	85.6	95.6	88.6	94.[illegible]
18 and 19 years old	56.2	54.3	72.3	65.5	50.5	43.3	51.1	71.4	43.6	73.[illegible]
20 and 21 years old	13.8	12.7	66.4	40.7	20.0	6.6	15.3	41.8	12.2	56.[illegible]
22 to 24 years old	7.8	7.3	42.3	14.9	7.6	3.5	5.6	16.5	4.1	8.[illegible]
25 to 34 years old	3.7	4.7	21.1	5.8	3.0	2.3	3.7	6.2	2.7	3.[illegible]
YEARS OF SCHOOL COMPLETED										
Male, 25 years old and over	15 379	11 462	16 879	37 217	12 353	13 234	20 596	243 246	10 831	5 031
No school years completed	234	68	72	273	87	103	717	3 348	108	19
Elementary: 1 to 4 years	314	128	105	744	200	187	738	5 707	215	66
5 to 7 years	1 489	784	678	3 379	1 094	1 216	2 506	17 735	1 009	316
8 years	3 057	1 586	1 510	5 730	1 803	2 422	3 356	21 498	1 791	866
High school: 1 to 3 years	3 078	2 076	2 492	6 926	2 294	3 072	4 086	38 389	3 077	1 391
4 years	4 229	3 936	4 398	10 869	3 774	4 130	5 706	63 452	3 070	1 462
College: 1 to 3 years	1 456	1 299	1 695	4 207	1 323	1 091	1 703	27 318	906	456
4 years or more	1 522	1 675	5 929	5 089	1 778	1 013	1 784	65 879	653	453
Median school years completed	11.5	12.3	12.8	12.1	12.2	11.6	11.2	12.6	11.2	11.1
Percent high school graduates	46.9	59.5	71.2	54.2	55.7	47.1	44.6	64.4	42.7	47.1
Female, 25 years old and over	15 337	12 307	18 193	40 471	14 592	14 651	22 157	286 595	9 820	5 648
No school years completed	319	65	92	365	119	73	674	4 743	37	14
Elementary: 1 to 4 years	190	82	140	659	209	208	464	6 701	53	21
5 to 7 years	1 098	696	595	3 215	957	1 192	2 040	19 902	459	220
8 years	2 521	1 285	1 463	6 551	1 812	1 947	3 189	28 773	1 234	706
High school: 1 to 3 years	2 964	2 388	2 925	7 536	3 045	3 395	4 399	41 472	2 392	1 253
4 years	5 463	5 353	6 421	13 688	5 347	5 051	7 939	105 985	3 769	2 01[illegible]
College: 1 to 3 years	1 719	1 479	2 533	4 821	1 831	1 708	2 011	33 513	1 158	825
4 years or more	1 063	959	4 034	3 636	1 272	1 077	1 441	45 206	718	561
Median school years completed	12.1	12.3	12.6	12.1	12.2	12.1	12.0	12.4	12.2	12.3
Percent high school graduates	53.8	63.3	71.6	54.7	57.9	53.5	51.4	64.6	57.5	60.1
YEARS OF SCHOOL COMPLETED FOR SELECTED AGE GROUPS										
Male, 20 to 49 years old	9 593	8 252	17 811	25 271	7 947	8 948	13 402	155 585	7 536	2 912
No high school	1 452	893	672	2 859	1 118	1 749	2 338	12 638	1 394	311
High school, 1 to 3 years	2 228	1 311	1 746	4 815	1 494	1 992	2 718	22 126	2 142	753
High school, 4 years	3 359	3 346	3 675	8 653	2 925	3 507	5 212	46 976	2 800	1 221
College, 1 year or more	2 554	2 692	11 718	8 944	2 410	1 700	3 139	73 845	1 200	627
Female, 15 to 44 years old	9 344	9 312	18 623	28 744	9 454	9 495	15 210	184 892	6 650	4 281
No high school	877	806	690	2 321	1 074	1 069	1 879	13 219	484	312
High school, 1 to 3 years	2 749	2 482	3 423	7 166	2 883	2 962	4 461	41 802	2 144	1 158
High school, 4 years	3 696	4 275	6 531	10 981	3 747	3 879	6 312	69 964	2 925	1 623
College, 1 year or more	2 022	1 749	7 979	8 276	1 780	1 585	2 558	59 907	1 097	1 188
FAMILY COMPOSITION										
Families	13 318	11 275	16 892	35 224	12 432	12 674	19 399	232 637	8 804	4 955
With own children under 3 years	1 771	2 206	3 142	5 522	2 276	2 200	3 533	31 491	1 497	735
With own children under 6 years	3 169	3 640	5 048	9 542	3 532	3 732	5 864	54 119	2 529	1 215
With own children under 12 years	5 000	5 684	7 407	15 143	5 486	5 691	8 971	91 039	3 822	2 010
With own children under 18 years	6 807	7 140	9 294	19 225	6 911	7 167	11 271	123 835	4 915	2 621
With sons/daughters under 25 years	7 614	7 653	10 055	21 077	7 604	7 822	12 284	141 658	5 379	2 819
With sons/daughters 13 to 19 years	3 509	3 480	4 114	9 544	3 527	3 659	5 226	66 209	2 587	1 421
With sons/daughters 18 to 24 years	1 690	1 410	1 654	4 425	1 568	1 614	2 500	37 697	1 191	578
Subfamilies	260	266	312	723	318	285	323	4 795	205	133
Number of own children under 18 years	210	294	370	708	493	388	418	4 469	263	156
Husband-wife subfamilies	154	122	141	375	143	174	167	3 003	95	83
Number of own children under 18 years	82	89	134	299	194	154	177	1 807	76	79
Subfamilies with female head	85	134	131	337	162	111	145	1 637	103	37
Number of own children under 18 years	85	187	182	467	268	234	216	2 444	159	64
Married couples	11 719	10 111	15 129	31 144	10 777	11 139	17 651	204 575	7 894	4 508
Percent in subfamilies	1.3	1.2	0.9	1.2	1.3	1.6	0.9	1.5	1.2	1.8
With own children under 6 years	2 915	3 482	4 749	9 041	3 328	3 503	5 537	50 941	2 455	1 156
With own children under 18 years	6 024	6 538	8 353	17 516	6 151	6 509	10 460	112 356	4 614	2 410
With husband under 45 years	4 849	5 740	8 764	15 331	5 055	5 248	9 000	87 403	3 861	1 925
Total under 18 years old	16 584	18 957	21 821	47 512	17 948	19 592	29 452	282 363	13 468	6 867
Living with both parents	13 901	16 743	18 424	40 783	15 121	16 786	25 721	245 810	12 167	5 925
Percent of total	83.8	88.3	84.4	85.8	84.2	85.7	87.3	87.1	90.3	86.3
CHILDREN EVER BORN										
Women, 35 to 44 years old, ever married	2 661	2 745	3 070	7 781	2 666	2 704	4 022	55 421	1 699	988
Children ever born	7 772	9 104	9 529	23 540	9 326	10 127	13 609	147 113	6 349	3 510
Per 1,000 women ever married	2 921	3 317	3 104	3 025	3 498	3 745	3 383	2 654	3 737	3 553
TYPE OF GROUP QUARTERS										
Persons, in group quarters	2 859	160	10 602	6 087	547	1 708	3 159	23 340	2 509	964
Inmate of mental hospital	769	–	–	–	–	–	13	1 777	–	11
Inmate of home for the aged	136	101	269	542	169	275	305	4 244	271	73
Inmate of other institution	199	10	238	1 732	32	1 254	2 358	4 155	2 092	19
In rooming house	1 166	31	157	626	175	–	210	1 005	96	99
In military barracks	–	–	–	–	–	–	–	–	–	–
In college dormitory	396	–	9 605	2 574	–	–	–	5 704	13	730
Other	193	19	[illegible]	613	171	179	273	6 455	39	32

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols see text]

Counties

	Albany	Allegany	Bronx	Broome	Cattaraugus	Cayuga	Chautauqua	Chemung	Chenango	Clinton	Columbia
EMPLOYMENT STATUS											
Male, 16 years old and over	**95 050**	**15 827**	**473 338**	**72 368**	**26 543**	**25 511**	**48 082**	**32 331**	**14 526**	**24 451**	**17 138**
Labor force	73 134	10 813	335 518	55 723	19 578	18 407	36 907	24 069	11 276	16 997	12 655
Percent of total	76.9	68.3	70.9	77.0	73.8	72.2	76.8	74.4	77.6	69.5	73.8
Civilian labor force	72 910	10 801	334 309	55 666	19 538	18 392	36 882	24 046	11 266	13 831	12 636
Employed	70 689	10 336	320 661	53 852	18 395	17 334	35 336	23 146	10 800	12 913	12 263
Unemployed	2 221	465	13 648	1 814	1 143	1 058	1 546	900	466	918	373
Percent of civilian labor force	3.0	4.3	4.1	3.3	5.9	5.8	4.2	3.7	4.1	6.6	3.0
Not in labor force	21 916	5 014	137 820	16 645	6 965	7 104	11 175	8 262	3 250	7 454	4 483
Inmate of institution	1 118	27	9 622	1 009	268	1 881	203	1 624	293	2 357	366
Enrolled in school	7 713	2 651	32 063	5 169	2 483	1 513	3 221	1 714	888	2 170	1 025
Other: Under 65 years	4 214	739	45 655	3 615	1 303	1 210	2 270	1 799	664	1 258	816
65 years and over	8 871	1 597	50 480	6 852	2 911	2 500	5 481	3 125	1 405	1 667	2 336
Female, 16 years old and over	**112 169**	**16 616**	**578 310**	**82 394**	**28 963**	**27 516**	**55 356**	**37 241**	**16 002**	**23 979**	**19 199**
Labor force	49 688	6 287	218 197	34 654	11 494	11 774	21 570	15 331	7 114	9 167	7 269
Percent of total	44.5	37.8	37.7	42.1	39.7	42.8	39.0	41.2	44.5	38.2	38.0
Civilian labor force	49 688	6 287	218 133	34 654	11 494	11 774	21 570	15 331	7 114	9 024	7 289
Employed	48 474	6 022	208 444	33 192	10 769	11 023	20 260	14 324	6 612	8 373	7 099
Unemployed	1 414	265	9 689	1 462	705	751	1 290	1 007	502	651	190
Percent of civilian labor force	2.8	4.2	4.4	4.2	6.1	6.4	6.0	6.6	7.1	7.2	2.6
Not in labor force	62 281	10 329	360 113	47 740	17 469	15 742	33 786	21 910	8 888	14 812	11 910
Inmate of institution	912	59	5 544	1 584	342	363	627	291	303	232	441
Enrolled in school	8 715	2 347	29 913	5 305	1 928	2 217	4 331	2 711	869	2 859	1 053
Other: Under 65 years	35 712	5 373	239 607	29 121	10 570	8 866	19 870	13 191	5 279	9 144	6 980
65 years and over	16 942	2 550	85 049	11 730	4 629	4 276	8 958	5 717	2 437	2 577	3 436
Male 16 to 21 years old	**14 676**	**4 030**	**68 860**	**10 503**	**4 561**	**3 597**	**6 959**	**5 125**	**1 953**	**4 547**	**2 101**
Not enrolled in school	3 652	623	30 187	3 174	1 309	1 209	2 091	2 350	689	1 726	623
Not high school graduate	1 273	257	17 856	1 016	563	573	814	1 190	303	510	310
Unemployed or not in labor force	426	93	10 610	399	233	330	304	863	152	275	59
MARITAL STATUS AND PRESENCE OF OWN CHILDREN											
Women, 16 years old and over	**112 169**	**16 616**	**578 310**	**82 394**	**28 963**	**27 516**	**55 356**	**37 241**	**16 002**	**23 979**	**19 199**
With own children under 6 years	17 188	2 913	105 815	15 211	5 270	5 011	9 645	7 017	3 224	5 259	3 226
In labor force	4 465	877	21 335	4 198	1 615	1 676	2 642	2 275	1 262	1 539	872
With own children 6 to 17 years only	19 196	2 889	98 394	15 630	5 441	5 061	10 498	7 160	3 410	4 500	3 515
In labor force	10 113	1 671	40 319	8 329	2 891	2 879	5 664	3 693	2 050	2 234	1 942
Married women, husband present	**60 440**	**9 566**	**295 756**	**49 070**	**16 972**	**15 986**	**33 432**	**21 768**	**10 177**	**13 929**	**11 751**
In labor force	24 418	3 878	100 399	19 694	6 635	7 014	13 010	8 665	4 696	5 172	4 543
With own children under 6 years	15 458	2 664	77 387	13 973	4 803	4 516	8 753	6 334	2 911	4 863	2 904
In labor force	3 588	720	15 193	3 569	1 354	1 385	2 195	1 690	1 102	1 338	[illegible]
With own children 6 to 17 years only	16 592	2 632	71 342	13 610	4 870	4 507	9 332	6 301	2 931	3 932	3 [illegible]
In labor force	8 198	1 488	28 418	7 022	2 488	2 487	4 887	3 093	1 724	1 876	1 668
PERCENT IN LABOR FORCE											
Male: 14 and 15 years	16.2	6.9	7.0	13.1	14.2	16.6	17.2	13.5	23.4	14.5	8.7
16 and 17 years	40.0	21.8	19.5	31.6	36.4	36.6	38.2	31.2	31.1	23.6	32.1
18 and 19 years	52.0	36.7	42.9	56.0	47.7	57.5	61.6	51.9	57.3	53.7	52.2
20 and 21 years	66.3	53.8	58.9	71.2	57.0	72.4	67.6	57.5	82.1	69.2	82.6
22 to 24 years	85.1	79.8	79.5	88.7	87.1	70.1	89.2	79.7	92.1	77.3	88.0
25 to 34 years	92.9	93.2	88.8	95.9	94.5	81.8	97.4	91.9	95.1	79.0	94.9
35 to 44 years	97.0	96.0	90.0	96.2	96.2	87.5	97.0	96.6	97.9	89.4	96.4
45 to 64 years	89.5	89.1	85.8	89.1	89.1	89.0	90.3	88.7	88.7	80.4	89.2
65 years and over	29.3	25.5	25.7	21.3	24.5	24.4	25.1	22.0	29.1	23.0	21.5
Female: 14 and 15 years	7.8	11.1	4.7	7.0	5.9	6.9	8.6	5.6	11.1	2.7	2.8
16 and 17 years	27.7	14.5	16.8	25.0	18.7	20.8	19.0	24.9	27.9	14.2	12.3
18 and 19 years	47.4	26.0	43.2	52.8	44.2	45.6	42.8	46.8	52.5	34.7	37.2
20 and 21 years	58.2	43.1	49.7	57.7	55.2	52.0	44.6	49.9	65.8	43.9	49.7
22 to 24 years	62.9	42.6	49.4	57.0	45.8	53.5	50.3	53.2	56.6	50.7	40.3
25 to 34 years	45.7	43.8	37.3	43.5	42.5	45.9	41.3	44.0	44.6	37.5	46.6
35 to 44 years	51.7	51.9	45.3	50.1	52.9	53.6	51.9	51.3	58.6	49.7	55.7
45 to 64 years	54.9	52.8	47.9	52.3	49.7	56.0	49.5	51.1	56.5	47.5	48.0
65 years and over	12.0	10.3	10.4	7.3	10.4	9.9	10.1	10.2	9.8	10.3	8.7
WORKERS IN 1969 BY WEEKS WORKED											
Male, 16 years old and over	**80 368**	**13 057**	**359 351**	**59 309**	**21 486**	**19 331**	**39 484**	**25 628**	**12 038**	**19 174**	**13 616**
50 to 52 weeks	53 603	7 843	231 921	44 038	14 670	13 781	27 468	18 304	8 921	12 740	9 923
27 to 49 weeks	15 580	2 312	87 154	8 562	3 529	3 514	7 093	4 279	1 910	3 459	2 288
26 weeks or less	11 185	2 902	40 276	6 709	3 287	2 036	4 923	3 045	1 207	3 176	1 405
Female, 16 years old and over	**60 237**	**8 599**	**247 794**	**40 417**	**13 886**	**13 782**	**26 397**	**18 202**	**8 234**	**11 999**	**8 585**
50 to 52 weeks	26 151	3 679	126 916	20 227	6 582	6 340	11 444	8 304	4 115	4 994	4 531
27 to 49 weeks	15 393	2 267	72 869	9 215	3 174	3 408	6 519	4 574	1 999	2 926	1 971
26 weeks or less	16 693	3 253	48 769	10 875	4 130	4 034	8 434	5 324	2 120	4 689	2 083
CLASS OF WORKER, 16 YEARS OLD AND OVER											
Male employed	**70 689**	**10 336**	**320 661**	**53 852**	**18 395**	**17 334**	**35 336**	**23 146**	**10 800**	**12 913**	**12 263**
Private wage or salary workers	47 967	7 323	247 478	43 186	13 629	12 459	27 209	18 317	7 656	7 915	8 948
Government workers	17 349	1 679	54 837	7 267	2 455	2 775	4 089	2 783	1 469	3 427	1 725
Local government workers	4 149	732	32 834	3 569	1 361	1 392	2 252	1 510	843	918	544
Self-employed workers	5 274	1 280	16 196	3 316	2 241	2 022	3 899	1 473	1 644	1 432	1 448
Unpaid family workers	99	54	200	83	70	78	59	73	31	149	42
Female employed	**48 474**	**6 022**	**208 444**	**33 192**	**10 769**	**11 023**	**20 260**	**14 324**	**6 612**	**8 373**	**7 099**
Private wage or salary workers	29 228	4 223	166 499	24 737	7 629	8 772	14 875	11 608	4 886	5 [illegible]	5 316
Government workers	17 615	1 358	36 276	7 160	2 510	1 748	4 187	2 142	1 201	2 [illegible]	1 460
Local government workers	4 817	803	27 638	4 558	1 574	1 292	2 695	1 630	793	1 213	554
Self-employed workers	1 180	317	2 970	1 107	527	349	915	491	422	506	273
Unpaid family workers	451	124	697	188	123	154	303	83	103	146	80
Male employed, in agriculture	**951**	**1 055**	**858**	**832**	**1 357**	**1 368**	**2 219**	**496**	**1 215**	**1 084**	**1 358**
Wage or salary workers	382	408	688	378	369	493	852	264	412	452	723
Self-employed workers	542	605	170	429	914	826	1 316	193	782	595	600
Unpaid family workers	27	42	–	25	54	47	51	39	21	119	25
Female employed, in agriculture	**251**	**74**	**256**	**129**	**171**	**151**	**511**	**100**	**171**	**171**	**197**
Wage or salary workers	130	46	212	68	54	52	322	42	33	143	126
Self-employed workers	67	23	75	46	44	59	79	43	93	17	36
Unpaid family workers	54	5	9	15	73	40	110	15	45	11	35
LABOR MOBILITY FOR MALES[1]											
Male, 30 to 49 years old in 1970	**29 980**	**4 403**	**150 608**	**24 754**	**8 499**	**8 604**	**15 399**	**10 560**	**5 084**	**8 571**	**5 415**
Nonworker in 1965, nonworker in 1970	749	98	10 994	546	262	886	357	273	75	1 [illegible]	130
Nonworker in 1965, worker in 1970	2 100	291	19 276	1 775	422	418	765	529	331	321	357
Worker in 1965, nonworker in 1970	909	224	7 890	977	473	541	649	494	219	654	256

[1]The concept "worker" includes the employed plus members of the Armed Forces.

Table 121. Employment Characteristics for Counties: 1970—Continued

[Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Cortland	Delaware	Dutchess	Erie	Essex	Franklin	Fulton	Genesee	Greene	Hamilton	Herki...
EMPLOYMENT STATUS											
Male, 16 years old and over	14 787	15 527	74 380	359 857	11 150	14 133	17 462	18 952	11 489	1 623	22 420
Labor force	11 014	11 067	53 909	278 231	8 260	9 335	13 468	15 146	7 934	1 051	16 [illegible]
Percent of total	74.5	71.3	72.5	77.3	74.1	66.1	77.1	79.9	69.1	64.8	75 [illegible]
Civilian labor force	11 009	11 062	53 836	277 639	8 232	9 319	13 418	15 146	7 928	1 051	16 9[illegible]
Employed	10 551	10 471	52 632	265 445	7 828	8 442	12 742	14 602	7 670	949	16 16[illegible]
Unemployed	458	591	1 204	12 194	404	877	676	544	258	102	77[illegible]
Percent of civilian labor force	4.2	5.3	2.2	4.4	4.9	9.4	5.0	3.6	3.3	9.7	4.[illegible]
Not in labor force	3 773	4 460	20 471	81 626	2 890	4 798	3 994	3 806	3 555	572	5 46[illegible]
Inmate of institution	147	149	8 397	5 502	108	315	75	159	579	–	12
Enrolled in school	1 639	1 514	3 728	24 647	799	1 811	992	1 218	563	129	1 69[illegible]
Other: Under 65 years	719	979	2 612	18 294	771	1 066	913	776	734	140	1 05[illegible]
65 years and over	1 268	1 818	5 734	33 183	1 212	1 606	2 014	1 653	1 679	308	2 5[illegible]
Female, 16 years old and over	17 279	15 951	79 414	414 498	12 314	14 976	19 739	20 538	12 449	1 737	24 829
Labor force	7 363	6 278	31 103	165 269	4 553	5 545	9 316	8 671	4 382	620	10 54[illegible]
Percent of total	42.7	39.4	39.2	39.9	37.0	37.0	47.1	42.2	35.2	35.7	42.[illegible]
Civilian labor force	7 383	6 278	31 098	165 228	4 553	5 545	9 316	8 671	4 382	620	10 54[illegible]
Employed	7 007	5 833	30 010	156 734	4 150	5 251	8 400	8 671	4 034	523	9 87[illegible]
Unemployed	376	445	1 098	8 494	403	294	916	725	348	97	672
Percent of civilian labor force	5.1	7.1	3.5	5.1	8.9	5.3	9.8	8.4	7.9	15.6	6.4
Not in labor force	9 896	9 673	48 31[illegible]	249 229	7 761	9 431	10 473	11 867	8 067	1 117	14 284
Inmate of institution	155	174	6 439	5 780	138	295	210	193	143	–	283
Enrolled in school	2 332	1 211	5 017	28 684	729	1 075	1 008	1 117	649	88	1 503
Other: Under 65 years	5 170	5 637	27 567	157 997	4 800	5 466	5 996	7 780	4 926	711	8 23[illegible]
65 years and over	2 239	2 651	9 288	56 768	2 094	2 595	3 259	2 777	2 349	318	4 26[illegible]
Male, 16 to 21 years old	2 958	2 722	9 624	52 462	1 463	2 735	2 394	2 696	1 768	191	3 20[illegible]
Not enrolled in school	818	670	3 567	15 625	489	661	867	829	796	43	93[illegible]
Not high school graduate	278	375	1 932	5 851	204	345	328	383	438	6	35[illegible]
Unemployed or not in labor force	73	186	1 155	2 851	82	253	89	110	319	–	106
MARITAL STATUS AND PRESENCE OF OWN CHILDREN											
Women, 16 years old and over	17 279	15 951	79 414	414 498	12 314	14 976	19 789	20 538	12 449	1 737	24 82[illegible]
With own children under 6 years	3 108	2 637	15 852	72 326	2 271	3 103	3 302	4 390	2 021	303	4 42[illegible]
In labor force	1 093	847	4 232	16 668	690	966	1 182	1 220	491	96	1 39[illegible]
With own children 6 to 17 years only	2 921	3 106	14 551	81 349	2 325	2 834	3 606	4 108	2 205	272	4 74[illegible]
In labor force	1 638	1 777	7 563	37 741	1 147	1 474	2 218	2 062	1 086	131	2 35[illegible]
Married women, husband present	9 468	9 944	45 727	237 271	7 382	8 697	12 014	13 188	7 755	1 152	15 20[illegible]
In labor force	4 205	4 240	17 860	84 850	2 749	3 413	5 794	5 248	2 561	394	6 38[illegible]
With own children under 6 years	2 812	2 427	14 632	64 548	2 050	2 774	3 052	4 034	1 848	292	4 02[illegible]
In labor force	932	742	3 576	13 747	598	837	1 040	1 020	405	96	1 18[illegible]
With own children 6 to 17 years only	2 542	2 755	12 947	69 991	2 077	2 427	3 132	3 751	2 054	251	4 20[illegible]
In labor force	1 359	1 551	6 337	30 774	993	1 221	1 677	1 644	992	120	2 37[illegible]
PERCENT IN LABOR FORCE											
Male: 14 and 15 years	13.0	18.5	15.5	12.7	10.5	9.7	4.3	13.7	22.8	–	14.0
16 and 17 years	38.9	25.2	37.0	36.4	26.5	17.6	39.4	36.1	24.6	5.7	29.5
18 and 19 years	46.5	35.6	52.9	60.5	47.1	35.5	61.9	67.2	36.7	...	50.7
20 and 21 years	55.2	67.7	64.9	69.5	81.3	49.8	78.8	85.2	52.8	...	69.2
22 to 24 years	84.2	87.2	77.5	84.5	88.1	74.9	89.9	92.8	90.5	...	89.2
25 to 34 years	95.1	95.2	86.5	94.6	97.7	94.4	97.5	97.2	97.6	93.9	96.5
35 to 44 years	97.3	97.0	89.4	95.5	95.3	93.3	95.9	97.8	97.0	96.8	97.8
45 to 64 years	88.7	86.7	82.4	89.7	84.8	80.8	89.5	90.3	84.7	79.5	90.4
65 years and over	26.9	28.3	21.5	22.6	28.9	23.1	28.5	31.4	20.4	13.7	23.7
Female: 14 and 15 years	10.5	7.5	7.3	3.9	10.5	8.6	4.4	8.2	11.7	...	1.0
16 and 17 years	27.0	13.6	28.3	23.2	19.5	13.6	20.3	27.9	20.6	...	12.3
18 and 19 years	34.4	29.0	44.9	52.7	52.0	38.4	49.8	52.5	47.5	...	40.5
20 and 21 years	37.2	38.9	57.1	59.4	52.0	47.8	51.1	67.8	52.0	...	59.2
22 to 24 years	52.8	49.1	57.0	55.4	42.4	44.3	52.9	[illegible]	50.1	50.9	51.2
25 to 34 years	46.6	42.5	38.6	39.8	42.0	39.9	[illegible]	38.4	43.9	39.7	43.9
35 to 44 years	53.5	55.4	46.9	46.7	49.3	50.0	58.[illegible]	49.6	45.8	44.1	58.1
45 to 64 years	58.2	51.6	46.8	47.1	44.1	50.3	60.5	52.7	4[illegible].6	42.7	56.3
65 years and over	13.0	13.0	9.0	9.2	10.5	8.0	15.8	12.5	9.2	10.7	8.1
WORKERS IN 1969 BY WEEKS WORKED											
Male, 16 years old and over	12 432	12 665	57 450	297 256	9 118	10 820	14 472	16 064	9 003	1 309	18 379
50 to 52 weeks	8 293	8 220	43 390	203 595	5 724	6 431	8 945	11 918	6 091	667	12 709
27 to 49 weeks	2 222	2 448	7 539	58 904	2 076	2 175	3 649	2 374	1 517	372	3 53[illegible]
26 weeks or less	1 917	1 997	6 721	34 757	1 318	2 214	1 878	1 772	1 325	270	2 13
Female, 16 years old and over	9 945	7 935	36 808	195 891	5 832	6 782	10 957	10 295	5 623	985	12 51[illegible]
50 to 52 weeks	4 088	3 281	18 035	86 489	2 263	2 912	4 119	4 994	2 592	228	5 62[illegible]
27 to 49 weeks	2 391	2 388	8 137	55 201	1 464	1 835	3 868	2 271	1 141	266	3 89[illegible]
26 weeks or less	3 466	2 266	10 636	54 201	2 105	2 035	2 970	3 030	1 890	491	2 99[illegible]
CLASS OF WORKER, 16 YEARS OLD AND OVER											
Male employed	10 551	10 471	52 632	265 445	7 828	8 442	12 742	14 602	7 670	949	16 164
Private wage or salary workers	7 297	6 593	40 072	213 396	5 322	5 451	9 643	11 168	5 111	428	12 04[illegible]
Government workers	1 679	1 828	8 531	35 438	1 560	1 654	1 569	1 799	1 470	375	1 90[illegible]
Local government workers	660	894	3 120	18 861	693	684	921	798	580	162	1 07[illegible]
Self-employed workers	1 507	1 919	3 973	16 414	926	1 285	1 469	1 579	1 056	146	2 05[illegible]
Unpaid family workers	68	131	56	197	20	52	61	56	33	–	15[illegible]
Female employed	7 007	5 833	30 010	156 734	4 150	5 251	8 400	[illegible]46	4 034	523	9 87[illegible]
Private wage or salary workers	5 007	3 646	21 470	119 381	2 899	3 766	6 675	6 005	2 616	274	7 57[illegible]
Government workers	1 712	1 568	7 358	32 134	1 002	1 200	1 214	1 482	1 080	185	1 60[illegible]
Local government workers	898	986	3 239	19 440	630	563	889	775	613	126	1 18[illegible]
Self-employed workers	244	479	891	4 229	208	252	404	362	242	53	63[illegible]
Unpaid family workers	44	140	291	990	41	33	107	97	96	11	20[illegible]
Male employed, in agriculture	1 152	1 681	1 726	2 442	359	925	319	1 154	478	5	1 332
Wage or salary workers	467	534	1 093	1 219	192	320	78	477	219	–	29[illegible]
Self-employed workers	631	1 022	621	1 174	151	582	208	632	251	5	90[illegible]
Unpaid family workers	54	125	12	49	16	23	33	45	8	–	12[illegible]
Female employed, in agriculture	59	254	303	555	64	34	52	191	81	–	264
Wage or salary workers	24	73	189	377	45	12	16	120	34	–	2[illegible]
Self-employed workers	30	111	72	96	19	22	24	45	31	–	135
Unpaid family workers	5	70	42	82	–	–	12	26	16	–	105
LABOR MOBILITY FOR MALES											
Male, 30 to 44 years old in 1970	4 390	4 647	28 298	123 846	3 752	4 225	5 430	6 562	3 454	449	7 059
Nonworker in 1965, nonworker in 1970	106	99	2 621	3 875	109	232	127	74	70	36	156
Nonworker in 1965, worker in 1970	229	272	1 601	6 442	288	212	224	374	346	25	24[illegible]
Worker in 1965, nonworker in 1970	197	215	748	5 [illegible]	178	364	258	229	102	29	3[illegible]

*The concept "worker" includes the employed plus members of the Armed Forces.

[Data based on sample. See text. For definition of terms and figures (percent, median, etc.) and explanation of symbols, see text]

Counties

	Jefferson	Kings	Lewis	Livingston	Madison	Monroe	Montgomery	Nassau	New York	Niagara
EMPLOYMENT STATUS										
Male, 16 years old and over	**27 917**	**850 324**	**7 400**	**17 810**	**21 359**	**230 786**	**19 054**	**468 824**	**565 873**	**76 401**
Labor force	21 233	620 316	5 576	13 066	15 356	183 893	14 074	379 210	414 066	59 767
Percent of total	76.1	73.0	75.4	73.4	71.9	79.7	73.9	80.9	73.2	78.2
Civilian labor force	20 908	615 311	5 576	13 044	15 236	183 630	14 049	376 941	409 853	59 069
Employed	19 896	589 251	5 325	12 611	14 488	178 761	13 326	367 965	390 508	56 369
Unemployed	1 012	26 060	251	433	748	4 869	723	8 976	19 345	2 700
Percent of civilian labor force	4.8	4.2	4.5	3.3	4.9	2.7	5.1	2.4	4.7	4.6
Not in labor force	6 684	230 008	1 824	4 744	6 003	46 893	4 980	89 614	151 812	16 634
Inmate of institution	193	4 675	55	983	218	2 605	142	1 751	6 651	392
Enrolled in school	1 966	60 641	582	1 552	3 186	15 621	1 292	42 162	35 490	5 458
Other: Under 65 years	1 539	79 460	364	790	855	9 078	970	16 673	55 411	3 675
65 years and over	2 986	85 232	823	1 419	1 744	19 589	2 576	29 028	54 260	7 109
Female, 16 years old and over	**31 827**	**1 019 570**	**7 669**	**19 856**	**21 052**	**261 807**	**21 862**	**526 237**	**677 111**	**84 589**
Labor force	12 674	397 267	2 912	8 577	8 592	117 675	9 729	206 670	331 943	33 583
Percent of total	39.8	39.0	38.0	43.2	40.8	44.9	44.5	39.7	49.0	39.7
Civilian labor force	12 674	397 112	2 912	8 577	8 592	117 658	9 729	208 575	331 888	33 578
Employed	11 857	376 046	2 732	8 164	8 049	113 145	9 195	201 234	316 312	31 241
Unemployed	817	21 066	180	413	543	4 513	534	7 341	15 576	2 337
Percent of civilian labor force	6.4	5.3	6.2	4.8	6.3	3.8	5.5	3.5	4.7	7.0
Not in labor force	19 153	622 303	4 757	11 279	12 460	144 132	12 133	317 567	345 168	51 006
Inmate of institution	358	6 986	42	924	160	4 092	298	3 276	6 688	763
Enrolled in school	1 866	56 474	542	1 965	2 021	15 298	1 316	42 175	33 769	6 080
Other: Under 65 years	11 415	414 191	2 980	6 113	7 568	90 640	6 415	214 257	264 677	33 374
65 years and over	5 514	144 652	1 193	2 277	2 711	34 102	4 104	57 859	100 043	10 769
Male, 16 to 21 years old	**4 174**	**119 737**	**1 172**	**3 148**	**5 167**	**34 397**	**2 430**	**75 226**	**59 110**	**11 810**
Not enrolled in school	1 564	48 215	377	856	1 012	9 927	743	15 718	24 123	3 663
Not high school graduate	612	24 300	129	363	453	3 708	256	4 233	12 192	1 338
Unemployed or not in labor force	260	12 033	23	150	195	1 202	115	1 975	6 436	522
MARITAL STATUS AND PRESENCE OF OWN CHILDREN										
Women, 16 years old and over	**31 827**	**1 019 570**	**7 669**	**19 856**	**21 052**	**261 807**	**21 862**	**526 237**	**677 111**	**84 589**
With own children under 6 years	6 213	176 672	1 675	3 965	4 650	51 777	3 064	81 897	75 297	15 743
In labor force	2 119	36 932	555	1 261	1 344	14 065	897	12 716	20 466	4 040
With own children 6 to 17 years only	5 691	177 534	1 540	3 233	4 047	48 781	3 956	135 203	80 007	17 952
In labor force	2 880	74 929	719	1 899	2 223	25 244	2 375	59 464	37 541	8 627
Married women, husband present	**18 855**	**535 520**	**4 812**	**11 160**	**13 241**	**155 651**	**12 780**	**329 368**	**269 395**	**52 035**
In labor force	7 366	186 301	1 781	4 904	5 483	63 824	5 863	116 265	108 751	19 257
With own children under 6 years	5 537	135 702	1 610	3 668	4 295	46 676	2 777	76 902	56 095	14 171
In labor force	1 751	26 820	513	1 060	1 126	11 400	775	10 720	14 576	3 320
With own children 6 to 17 years only	4 991	135 941	1 390	2 865	3 637	43 141	3 565	124 477	54 987	15 868
In labor force	2 411	54 577	637	1 595	1 901	21 069	2 071	51 983	23 623	7 125
PERCENT IN LABOR FORCE										
Male: 14 and 15 years	15.9	6.8	24.9	16.8	16.3	14.9	14.5	9.3	9.0	10.5
16 and 17 years	23.1	19.9	31.0	37.9	31.7	42.1	25.5	29.5	20.6	34.7
18 and 19 years	53.6	45.8	55.7	51.5	34.6	60.8	59.0	51.2	44.4	61.7
20 and 21 years	83.5	63.4	81.8	54.2	50.6	71.7	70.9	70.6	55.1	70.2
22 to 24 years	94.3	80.6	94.1	82.0	79.1	86.6	86.1	82.5	72.8	88.3
25 to 34 years	97.4	90.6	97.6	89.4	98.1	95.7	97.2	95.9	87.9	96.4
35 to 44 years	96.2	91.3	97.7	93.3	97.1	96.7	97.1	97.9	89.7	97.0
45 to 64 years	88.8	86.6	87.8	86.4	90.4	91.7	89.8	95.0	84.0	93.9
65 years and over	27.9	28.4	22.3	27.2	24.6	23.5	21.9	32.2	35.1	20.3
Female: 14 and 15 years	4.8	4.5	12.2	7.2	7.7	6.3	6.1	3.7	7.8	3.9
16 and 17 years	18.9	17.4	16.2	21.0	26.4	37.3	19.3	26.2	18.9	18.9
18 and 19 years	45.7	46.5	50.3	49.3	52.9	56.9	46.8	52.0	40.0	50.8
20 and 21 years	57.3	57.0	60.4	52.5	42.4	62.2	56.4	61.5	55.1	55.4
22 to 24 years	57.1	52.5	50.8	56.3	50.0	61.9	55.8	61.5	67.2	50.3
25 to 34 years	42.5	39.1	43.3	42.7	40.9	42.5	43.1	32.4	60.2	39.7
35 to 44 years	50.9	45.5	43.9	50.1	50.6	50.4	61.0	40.7	57.2	47.5
45 to 64 years	49.8	47.4	45.5	52.2	54.0	54.8	60.9	48.6	56.1	47.9
65 years and over	11.7	10.0	14.6	13.8	11.3	9.7	9.7	9.8	17.5	8.5
WORKERS IN 1969 BY WEEKS WORKED										
Male, 16 years old and over	**22 870**	**656 394**	**5 968**	**14 661**	**18 207**	**197 593**	**15 274**	**407 604**	**443 519**	**64 128**
50 to 52 weeks	16 424	428 499	4 598	9 540	10 699	133 759	9 687	291 370	269 162	43 322
27 to 49 weeks	3 336	153 899	787	2 935	3 590	35 036	3 630	66 864	119 245	12 780
26 weeks or less	3 110	73 996	583	2 186	3 918	23 798	1 957	49 370	55 092	8 036
Female, 16 years old and over	**15 619**	**448 845**	**3 373**	**10 883**	**10 804**	**140 427**	**11 270**	**247 772**	**367 485**	**39 613**
50 to 52 weeks	6 641	218 819	1 505	4 048	3 939	62 415	5 372	106 520	186 217	16 315
27 to 49 weeks	3 838	135 845	773	3 220	3 384	40 598	3 269	69 304	114 984	11 854
26 weeks or less	4 940	94 181	1 095	3 615	3 481	37 414	2 629	71 948	66 284	11 444
CLASS OF WORKER, 16 YEARS OLD AND OVER										
Male employed	**19 896**	**589 251**	**5 325**	**12 611**	**14 488**	**178 761**	**13 326**	**367 965**	**390 508**	**56 369**
Private wage or salary workers	13 631	447 789	3 264	8 595	10 504	150 511	9 635	275 653	306 891	45 760
Government workers	3 248	97 620	751	2 400	1 870	16 942	1 952	56 653	46 779	5 797
Local government workers	1 487	62 049	440	721	967	10 903	888	39 307	26 357	3 666
Self-employed workers	2 908	43 315	1 215	1 528	2 018	11 160	1 711	35 300	36 381	3 725
Unpaid family workers	109	527	95	88	96	148	28	359	457	87
Female employed	**11 857**	**376 046**	**2 732**	**8 164**	**8 049**	**113 145**	**9 195**	**201 234**	**316 312**	**31 241**
Private wage or salary workers	8 674	300 660	1 601	4 694	5 624	93 301	7 228	157 732	255 762	24 689
Government workers	2 350	66 740	901	3 048	1 831	16 806	1 460	37 601	46 074	5 530
Local government workers	1 494	47 472	628	901	1 301	12 533	780	30 110	32 798	4 469
Self-employed workers	605	7 022	167	305	444	2 446	397	4 606	13 323	1 246
Unpaid family workers	228	1 624	63	117	150	592	110	1 295	1 153	336
Male employed in agriculture	**1 868**	**1 235**	**1 222**	**1 167**	**1 737**	**1 699**	**1 016**	**2 888**	**701**	**1 218**
Wage or salary workers	530	805	332	505	767	873	344	1 753	550	592
Self-employed workers	1 252	430	800	618	923	809	654	1 116	146	598
Unpaid family workers	86	–	90	44	47	17	18	19	5	28
Female employed in agriculture	**220**	**542**	**138**	**179**	**186**	**348**	**152**	**523**	**309**	**223**
Wage or salary workers	34	370	40	55	61	230	38	397	304	125
Self-employed workers	93	117	49	70	73	59	77	101	5	37
Unpaid family workers	93	53	49	54	52	59	38	25	–	61
LABOR MOBILITY FOR MALES[1]										
Male, 30 to 49 years old in 1970	**8 840**	**272 295**	**2 375**	**5 461**	**6 393**	**79 810**	**5 630**	**177 313**	**200 358**	**26 300**
Same worker in 1965, nonworker in 1970	227	17 792	39	347	123	1 832	152	2 029	15 717	558
Other worker in 1965, worker in 1970	375	31 877	147	200	355	4 475	303	8 079	28 538	1 264
Worker in 1965, nonworker in 1970	399	14 099	128	228	352	2 957	218	3 721	12 442	1 069

[1]The concept "worker" includes the employed plus members of the Armed Forces.

Table 121. Employment Characteristics for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Oneida	Onondaga	Ontario	Orange	Orleans	Oswego	Otsego	Putnam	Queens	Rensselaer
EMPLOYMENT STATUS										
Male, 16 years old and over	**90 221**	**152 566**	**26 594**	**74 002**	**12 043**	**32 136**	**18 921**	**17 424**	**698 694**	**50 817**
Labor force	67 503	118 288	19 551	57 515	9 370	23 647	13 010	14 005	544 177	37 390
Percent of total	74.8	77.5	73.5	77.7	77.8	73.6	68.8	80.4	77.9	73.6
Civilian labor force	64 025	116 581	19 534	51 329	9 366	23 511	13 003	14 005	542 176	37 220
Employed	60 726	111 991	18 892	49 924	8 814	21 871	12 353	13 667	526 150	35 961
Unemployed	3 299	4 590	642	1 405	552	1 640	650	338	16 026	1 259
Percent of civilian labor force	5.2	3.9	3.3	2.7	5.9	7.0	5.0	2.4	3.0	3.4
Not in labor force	22 718	34 278	7 043	16 487	2 673	8 489	5 911	3 419	154 517	13 427
Inmate of institution	4 117	1 074	1 430	3 067	230	79	218	65	4 714	392
Enrolled in school	6 392	13 988	2 113	3 424	713	3 721	2 496	908	43 888	5 537
Other: Under 65 years	4 286	6 671	1 142	3 233	618	1 638	1 156	763	37 733	2 477
65 years and over	7 923	12 545	2 358	6 743	1 112	3 051	2 041	1 683	68 142	5 021
Female, 16 years old and over	**98 932**	**171 454**	**27 449**	**78 438**	**12 951**	**35 398**	**22 314**	**18 748**	**827 161**	**56 236**
Labor force	40 164	75 472	12 128	31 784	5 585	13 045	8 944	6 670	366 617	23 649
Percent of total	40.6	44.0	44.2	40.5	43.1	36.9	40.1	35.6	44.3	42.1
Civilian labor force	40 128	75 383	12 124	31 718	5 585	13 033	8 944	6 670	366 765	23 659
Employed	37 395	72 542	11 383	30 018	5 131	12 046	8 375	6 473	351 923	22 801
Unemployed	2 733	2 841	741	1 700	454	985	569	197	14 822	858
Percent of civilian labor force	6.8	3.8	6.1	5.4	8.1	7.6	6.4	3.0	4.0	3.6
Not in labor force	58 768	95 975	15 321	46 654	7 366	22 353	13 370	12 078	460 344	32 577
Inmate of institution	4 613	1 334	339	2 038	241	273	345	301	5 262	815
Enrolled in school	6 406	13 028	1 568	4 576	649	4 010	3 435	844	42 993	3 777
Other: Under 65 years	33 991	59 631	9 380	29 095	4 535	13 394	6 261	8 584	286 903	19 247
65 years and over	13 758	21 982	4 034	10 905	1 941	4 676	3 329	2 349	125 186	8 738
Male, 16 to 21 years old	**13 595**	**25 407**	**4 230**	**11 834**	**1 758**	**5 865**	**3 836**	**1 931**	**84 246**	**9 603**
Not enrolled in school	4 451	6 839	1 079	3 517	713	1 459	792	566	26 421	2 304
Not high school graduate	1 694	2 730	403	1 646	330	684	276	211	10 664	904
Unemployed or not in labor force	936	1 142	125	652	196	266	95	54	4 792	333
MARITAL STATUS AND PRESENCE OF OWN CHILDREN										
Women, 16 years old and over	**98 932**	**171 454**	**27 449**	**78 438**	**12 951**	**35 398**	**22 314**	**18 748**	**827 161**	**56 236**
With own children under 6 years	18 503	32 641	5 489	15 443	2 685	7 429	3 232	4 776	113 997	10 194
In labor force	5 157	8 681	1 766	4 254	808	2 100	988	861	24 063	2 773
With own children 6 to 17 years only	18 512	33 452	5 378	15 003	2 522	6 686	3 574	3 934	137 374	9 601
In labor force	9 677	17 608	3 052	8 087	1 509	3 317	2 023	1 839	67 [illegible]	4 920
Married women, husband present	**57 221**	**99 453**	**16 952**	**47 388**	**8 278**	**21 370**	**11 757**	**12 858**	**470 [illegible]**	**31 795**
In labor force	23 304	40 617	7 311	18 735	3 641	8 154	5 [illegible]	4 148	155 [illegible]	12 352
With own children under 6 years	16 796	29 012	5 124	13 941	2 459	6 835	2 943	4 632	103 763	9 329
In labor force	4 301	7 013	1 538	3 407	678	1 836	834	790	19 598	2 312
With own children 6 to 17 years only	16 281	29 083	4 831	13 081	2 233	5 909	3 273	3 551	117 499	8 407
In labor force	8 106	14 580	2 626	6 753	1 299	2 852	1 827	1 603	53 569	4 124
PERCENT IN LABOR FORCE										
Male: 14 and 15 years	10.6	12.4	19.5	11.7	12.0	7.9	14.7	13.7	7.2	14.3
16 and 17 years	30.2	35.0	41.8	33.5	31.9	24.5	26.0	34.0	27.7	37.0
18 and 19 years	54.6	50.5	54.2	75.8	64.8	42.0	29.5	59.2	51.2	41.7
20 and 21 years	70.0	63.0	60.3	89.2	79.3	56.8	55.0	77.0	65.4	57.7
22 to 24 years	87.4	82.9	87.5	93.2	89.4	85.6	81.6	88.4	85.2	81.5
25 to 34 years	93.0	94.2	95.3	96.1	93.3	95.6	95.5	97.9	94.6	95.3
35 to 44 years	93.6	96.8	89.5	95.5	96.6	96.1	93.6	96.0	93.9	97.4
45 to 64 years	86.5	91.4	84.4	85.2	89.3	88.9	85.3	90.2	90.9	89.0
65 years and over	23.8	27.0	24.7	23.3	32.4	21.8	28.7	22.3	30.6	25.2
Female: 14 and 15 years	3.8	6.5	9.5	6.7	10.2	3.6	8.3	4.7	4.5	4.0
16 and 17 years	18.5	29.2	33.9	26.2	29.8	14.0	23.1	33.2	23.2	26.1
18 and 19 years	47.5	44.7	51.3	48.0	46.6	30.4	31.7	56.2	55.2	47.1
20 and 21 years	55.0	55.6	58.8	53.2	47.6	40.3	43.1	48.6	63.8	65.4
22 to 24 years	54.9	59.7	51.8	53.8	42.2	46.5	53.3	44.6	63.9	54.9
25 to 34 years	42.1	43.3	46.5	40.6	40.9	40.2	42.2	29.7	45.7	41.8
35 to 44 years	48.3	50.3	51.1	52.1	59.1	49.4	51.4	42.5	51.5	50.5
45 to 64 years	53.0	54.5	56.4	47.7	56.8	47.1	54.2	45.1	53.1	53.0
65 years and over	9.3	12.0	10.3	10.2	11.6	8.9	13.1	8.4	11.2	10.9
WORKERS IN 1969 BY WEEKS WORKED										
Male, 16 years old and over	**72 946**	**130 684**	**21 614**	**60 157**	**10 293**	**26 917**	**15 407**	**14 619**	**578 755**	**42 389**
50 to 52 weeks	49 746	85 588	15 345	44 114	7 004	16 411	9 603	10 905	402 701	27 411
27 to 49 weeks	13 668	25 542	3 198	9 831	1 982	5 842	2 768	2 329	112 910	7 863
26 weeks or less	9 532	19 554	3 071	6 212	1 307	4 664	3 036	1 385	63 147	7 115
Female, 16 years old and over	**47 522**	**92 522**	**14 836**	**37 659**	**6 840**	**17 439**	**12 383**	**8 127**	**416 683**	**28 292**
50 to 52 weeks	21 [illegible]	37 953	6 766	18 057	2 597	5 931	4 561	3 725	216 474	13 267
27 to 49 weeks	14 [illegible]	27 126	3 499	9 425	2 010	4 989	3 079	1 935	115 323	7 245
26 weeks or less	12 170	27 443	4 571	10 177	2 233	6 519	4 743	2 467	84 886	7 780
CLASS OF WORKER, 16 YEARS OLD AND OVER										
Male employed	**60 726**	**111 991**	**18 892**	**49 924**	**8 814**	**21 871**	**12 353**	**13 667**	**526 150**	**35 961**
Private wage or salary workers	42 660	89 904	14 169	35 260	6 569	16 185	7 917	10 227	403 285	26 273
Government workers	11 893	13 509	2 592	9 432	1 042	3 405	2 424	2 206	84 653	6 503
Local government workers	4 044	7 002	1 132	3 726	558	1 597	1 033	1 516	53 774	2 343
Self-employed workers	5 990	8 425	2 096	5 083	1 176	2 229	1 956	1 215	37 994	3 069
Unpaid family workers	183	153	35	149	27	52	26	18	218	96
Female employed	**37 395**	**72 542**	**11 383**	**30 018**	**5 131**	**12 048**	**8 375**	**6 473**	**351 923**	**22 801**
Private wage or salary workers	26 096	56 819	8 528	22 199	3 521	8 341	5 560	4 933	290 047	16 073
Government workers	9 650	13 409	2 362	6 461	1 223	2 903	2 289	1 275	54 159	5 857
Local government workers	4 455	8 619	1 222	3 557	833	1 805	1 077	903	40 109	2 319
Self-employed workers	1 262	1 909	401	1 069	330	642	404	210	6 450	719
Unpaid family workers	387	405	92	269	52	162	122	55	1 267	152
Male employed, in agriculture	**1 954**	**1 576**	**1 465**	**2 115**	**880**	**892**	**1 635**	**208**	**1 533**	**838**
Wage or salary workers	717	706	736	1 109	386	260	619	124	1 044	320
Self-employed workers	1 140	828	717	931	482	596	1 003	84	479	478
Unpaid family workers	97	42	12	75	12	36	13	–	10	40
Female employed, in agriculture	**336**	**331**	**193**	**358**	**153**	**119**	**234**	**65**	**540**	**93**
Wage or salary workers	70	233	140	223	81	60	80	39	396	69
Self-employed workers	167	62	30	96	49	21	80	14	121	24
Unpaid family workers	99	36	23	39	23	38	74	12	23	–
LABOR MOBILITY FOR MALES[1]										
Male, 30 to 49 years old in 1970	**29 559**	**52 290**	**8 890**	**24 913**	**3 984**	**10 307**	**5 331**	**7 255**	**224 985**	**15 797**
Not worker in 1965, nonworker in 1970	1 352	1 210	672	877	81	285	145	100	6 138	317
Not worker in 1965, worker in 1970	1 114	3 135	498	1 642	186	528	250	432	19 151	904
Worker in 1965, nonworker in 1970	1 642	2 119	414	743	190	764	289	110	7 705	539

[1]The concept "worker" includes the employed plus members of the Armed Forces.

Table 123. Employment Characteristics for Counties: 1970—Continued

(Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text)

Counties	Richmond	Rockland	St. Lawrence	Saratoga	Schenectady	Schoharie	Schuyler	Seneca	Steuben	Suffolk
EMPLOYMENT STATUS										
Male, 16 years old and over	**96 536**	**69 743**	**37 303**	**37 762**	**53 836**	**8 414**	**5 439**	**12 035**	**32 410**	**344 627**
Labor force	74 697	55 210	24 930	30 194	40 811	6 012	4 171	8 170	24 130	269 737
Percent of total	77.4	79.2	66.8	80.0	75.8	71.5	76.7	67.9	74.5	78.2
Civilian labor force	73 861	55 074	24 882	29 539	40 660	6 007	4 171	7 833	24 109	267 725
Employed	71 985	53 939	23 473	28 512	39 446	5 832	3 977	7 529	23 150	259 862
Unemployed	1 876	1 135	1 409	1 027	1 214	175	194	304	959	7 863
Percent of civilian labor force	2.5	2.1	5.7	3.5	3.0	2.9	4.7	3.9	4.0	2.9
Not in labor force	21 839	14 533	12 373	7 568	13 027	2 402	1 268	3 865	8 280	75 890
Inmate of institution	3 308	4 282	771	257	275	199	66	1 446	83	13 935
Enrolled in school	6 159	4 171	6 109	2 523	4 261	628	325	889	2 312	23 935
Other: Under 65 years	4 715	2 225	2 381	1 649	2 714	546	266	542	2 050	14 840
65 years and over	7 657	3 855	3 112	3 139	5 777	1 029	611	988	3 835	23 780
Female, 16 years old and over	**106 683**	**77 719**	**38 804**	**42 586**	**61 225**	**9 124**	**5 708**	**12 803**	**35 252**	**375 292**
Labor force	41 425	31 486	13 093	16 609	24 300	3 265	2 292	4 990	14 260	135 464
Percent of total	38.8	40.5	33.7	39.0	39.7	35.8	40.2	39.0	40.5	36.1
Civilian labor force	41 415	31 481	13 093	16 609	24 300	3 265	2 292	4 990	14 260	135 445
Employed	40 090	30 497	12 317	15 882	23 373	3 108	2 158	4 718	13 445	129 116
Unemployed	1 325	984	776	727	927	157	134	272	845	6 329
Percent of civilian labor force	3.2	3.1	5.9	4.4	3.8	4.8	5.8	5.5	5.9	4.7
Not in labor force	65 258	46 233	25 711	25 977	36 925	5 859	3 416	7 813	20 992	239 828
Inmate of institution	2 107	4 886	1 183	335	612	166	36	1 430	165	14 540
Enrolled in school	6 469	4 816	4 977	3 818	3 535	1 031	437	695	2 397	23 985
Other: Under 65 years	44 065	29 395	14 730	16 500	22 764	3 247	2 020	4 099	12 798	162 815
65 years and over	12 617	7 136	4 821	5 324	10 014	1 415	893	1 589	5 602	38 488
Male, 16 to 21 years old	**13 614**	**8 875**	**8 905**	**5 103**	**7 935**	**1 500**	**756**	**1 653**	**4 680**	**47 986**
Not enrolled in school	4 875	2 371	1 658	1 569	1 855	569	295	477	1 496	13 586
Not high school graduate	2 520	1 031	627	461	696	233	156	209	585	4 743
Unemployed or not in labor force	1 631	527	293	190	218	163	106	73	239	2 005
MARITAL STATUS AND PRESENCE OF OWN CHILDREN										
Women, 16 years old and over	**106 683**	**77 719**	**38 804**	**42 586**	**61 225**	**9 124**	**5 708**	**12 803**	**35 252**	**375 292**
With own children under 6 years	21 748	17 957	7 266	9 561	10 473	1 597	1 109	2 336	6 802	90 736
In labor force	3 484	3 626	1 903	2 534	2 617	534	436	832	2 254	16 442
With own children 6 to 17 years only	20 832	18 001	7 304	8 477	11 683	1 560	1 213	2 377	7 016	86 506
In labor force	9 219	9 616	3 477	4 272	5 707	791	663	1 459	3 678	40 979
Married women, husband present	**65 035**	**48 106**	**21 740**	**27 074**	**37 337**	**5 447**	**3 758**	**7 306**	**21 860**	**243 972**
In labor force	22 140	18 657	7 769	10 543	13 772	2 045	1 635	3 248	8 767	83 019
With own children under 6 years	20 200	16 956	6 689	8 963	9 707	1 469	1 016	2 [illegible]	6 215	65 636
In labor force	2 818	3 109	1 643	2 175	2 210	459	369	[illegible]	1 679	14 221
With own children 6 to 17 years only	18 576	16 429	6 341	7 616	10 423	1 414	1 065	2 [illegible]	6 273	78 [illegible]
In labor force	7 792	8 361	2 909	3 660	4 809	671	547	1 241	3 169	35 585
PERCENT IN LABOR FORCE										
Male: 14 and 15 years	9.3	13.0	10.6	11.9	13.1	14.2	6.6	15.8	16.2	9.0
16 and 17 years	25.0	34.2	21.3	30.4	33.5	27.5	23.1	38.8	33.6	31.5
18 and 19 years	52.9	56.6	33.3	54.8	51.8	54.5	62.2	41.4	57.1	53.8
20 and 21 years	61.5	65.4	48.3	78.0	60.8	59.0	75.8	71.0	59.9	67.4
22 to 24 years	83.3	80.7	75.2	92.5	86.9	84.3	93.3	85.8	88.7	87.5
25 to 34 years	94.2	93.3	92.8	96.7	97.0	95.4	99.8	90.5	96.9	95.9
35 to 44 years	95.5	95.1	94.1	97.2	97.5	95.8	96.0	88.7	95.9	95.8
45 to 54 years	89.9	86.1	83.6	89.9	80.9	85.9	88.9	76.5	85.7	83.4
65 years and over	21.9	24.6	22.6	24.6	21.5	25.0	19.7	17.6	22.2	19.5
Female: 14 and 15 years	3.1	5.6	5.0	5.1	5.7	2.3	5.3	5.8	8.4	4.9
16 and 17 years	20.4	33.4	13.5	20.3	24.4	21.5	8.4	21.0	18.8	23.3
18 and 19 years	56.3	56.9	27.6	40.0	49.9	25.3	35.7	45.4	46.3	52.8
20 and 21 years	59.1	63.5	40.6	43.2	61.9	30.4	59.9	65.7	58.5	59.0
22 to 24 years	51.9	56.5	43.2	50.2	61.6	51.6	59.4	55.2	54.3	49.4
25 to 34 years	32.1	32.1	36.[illegible]	37.7	38.7	43.7	40.3	49.4	45.5	29.7
35 to 44 years	42.1	45.1	45.2	46.6	48.1	47.0	54.9	51.0	51.9	42.1
45 to 64 years	49.1	51.4	43.3	50.2	49.3	46.9	53.1	47.4	49.2	45.0
65 years and over	9.8	9.2	9.5	9.5	7.4	11.6	9.2	6.3	9.5	7.0
WORKERS IN 1969 BY WEEKS WORKED										
Male, 16 years old and over	**79 454**	**58 381**	**29 446**	**32 435**	**44 088**	**6 746**	**4 472**	**8 770**	**25 723**	**287 066**
50 to 52 weeks	57 051	41 818	18 439	21 816	27 563	4 274	2 966	6 507	18 623	202 736
27 to 49 weeks	14 039	10 678	4 786	6 900	10 922	1 411	969	1 249	4 117	52 953
26 weeks or less	8 364	5 885	6 221	3 719	5 603	1 061	537	1 014	2 983	31 397
Female, 16 years old and over	**48 690**	**37 223**	**16 900**	**21 495**	**28 536**	**4 325**	**2 681**	**5 741**	**16 672**	**164 304**
50 to 52 weeks	24 174	15 237	6 519	8 038	12 754	1 742	1 203	2 954	7 938	65 119
27 to 49 weeks	12 274	10 683	4 205	6 046	7 975	1 039	653	1 311	3 972	46 014
26 weeks or less	12 242	11 103	6 176	7 391	7 807	1 544	825	1 476	4 762	51 171
CLASS OF WORKER, 16 YEARS OLD AND OVER										
Male employed	**71 985**	**53 939**	**23 473**	**28 512**	**39 446**	**5 832**	**3 977**	**7 529**	**23 150**	**259 862**
Private wage or salary workers	48 819	39 602	15 927	21 211	30 246	3 564	2 995	5 040	17 607	197 605
Government workers	19 125	9 894	4 408	4 800	6 239	1 175	574	1 757	2 916	45 763
Local government workers	14 147	5 983	1 601	1 873	2 645	499	301	387	1 385	27 928
Self-employed workers	4 019	4 378	2 997	2 439	2 913	989	402	601	2 571	20 243
Unpaid family workers	22	65	141	71	49	104	6	51	56	251
Female employed	**40 090**	**30 497**	**12 317**	**15 882**	**23 373**	**3 108**	**2 158**	**4 718**	**13 445**	**129 116**
Private wage or salary workers	30 530	21 675	7 683	11 122	16 566	1 831	1 517	2 961	10 025	92 659
Government workers	8 230	7 701	3 825	3 913	5 993	1 003	523	1 604	2 671	33 036
Local government workers	5 056	4 455	1 671	2 054	3 072	456	298	544	1 482	19 113
Self-employed workers	660	849	658	707	831	201	91	127	602	3 041
Unpaid family workers	150	272	151	140	113	68	27	26	147	1 009
Male employed, in agriculture	**164**	**384**	**2 383**	**485**	**232**	**913**	**429**	**517**	**1 901**	**3 953**
Wage or salary workers	102	271	703	258	87	410	212	219	801	2 492
Self-employed workers	58	105	1 594	410	135	434	211	262	1 060	1 430
Unpaid family workers	4	8	86	17	10	69	6	36	40	30
Female employed, in agriculture	**56**	**91**	**196**	**148**	**90**	**104**	**83**	**41**	**248**	**614**
Wage or salary workers	33	70	110	33	45	49	64	33	129	427
Self-employed workers	10	6	60	80	40	14	5	8	64	128
Unpaid family workers	13	15	26	35	5	41	14	–	55	59
LABOR MOBILITY FOR MALES[1]										
Men, 30 to 49 years old in 1970	**35 600**	**32 234**	**11 316**	**13 831**	**17 386**	**2 460**	**1 [illegible]**	**3 737**	**10 658**	**145 170**
Nonworker in 1965, nonworker in 1970	1 113	1 471	475	224	292	54	[illegible]	362	[illegible]	4 659
Nonworker in 1965, worker in 1970	1 965	1 336	659	515	1 002	131	[illegible]	239	[illegible]	5 936
Worker in 1965, nonworker in 1970	1 053	674	670	425	438	115	65	166	[illegible]	4 393

[1]The concept "worker" includes the employed plus members of the Armed Forces.

Table 121. Employment Characteristics for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties	Sullivan	Tioga	Tompkins	Ulster	Warren	Washington	Wayne	Westchester	Wyoming	Yates
EMPLOYMENT STATUS										
Male, 16 years old and over	19 306	14 162	29 681	47 092	15 340	17 316	25 543	295 101	13 531	6 165
Labor force	13 599	11 519	18 684	34 759	11 632	12 079	19 650	234 358	8 966	4 801
Percent of total	70.4	81.3	63.6	73.8	75.8	69.8	76.9	79.4	66.3	77.9
Civilian labor force	13 558	11 509	18 628	34 717	11 623	12 062	19 601	233 771	8 961	4 801
Employed	12 904	11 085	18 188	33 458	10 996	11 614	18 703	228 183	8 655	4 626
Unemployed	684	424	640	1 259	627	448	898	5 588	306	175
Percent of civilian labor force	5.0	3.7	3.4	3.6	5.4	3.7	4.6	2.4	3.4	3.6
Not in labor force	5 707	2 643	10 797	12 323	3 708	5 237	5 893	60 743	4 565	1 364
Inmate of institution	908	43	132	1 407	68	1 320	1 110	4 379	2 134	22
Enrolled in school	1 244	820	7 900	3 205	989	1 116	1 334	20 808	583	297
Other: Under 65 years	1 291	634	1 225	2 521	941	1 032	1 009	12 237	554	370
65 years and over	2 264	1 146	1 540	5 190	1 710	1 769	2 440	23 319	1 294	675
Female, 16 years old and over	19 705	15 255	27 877	51 468	18 077	17 942	27 451	349 075	12 156	7 640
Labor force	7 490	5 918	13 155	20 055	6 997	7 059	11 253	149 402	5 165	2 933
Percent of total	40.0	38.8	47.2	39.0	38.7	39.3	41.0	42.8	42.5	38.4
Civilian labor force	7 490	5 918	13 149	20 055	6 997	7 059	11 253	149 367	5 165	2 933
Employed	7 057	5 653	12 795	18 907	6 471	6 730	10 546	144 934	4 767	2 793
Unemployed	433	265	354	1 148	526	329	707	4 433	398	140
Percent of civilian labor force	5.8	4.5	2.7	5.7	7.5	4.7	6.3	3.0	7.7	4.8
Not in labor force	11 215	9 337	14 722	31 413	11 080	10 883	16 198	199 673	6 991	4 707
Inmate of institution	159	68	261	403	133	269	1 000	4 127	229	81
Enrolled in school	1 032	960	4 093	3 883	1 172	1 070	1 592	24 331	691	913
Other: Under 65 years	6 952	6 351	7 487	18 966	6 724	6 675	9 839	126 057	4 234	2 401
65 years and over	3 072	1 958	2 881	8 161	3 051	2 929	3 767	45 158	1 837	1 312
Male, 16 to 21 years old	2 849	1 960	9 513	6 799	2 130	2 964	3 545	38 906	1 746	804
Not enrolled in school	1 096	716	1 747	2 158	802	1 426	1 418	8 902	768	273
Not high school graduate	569	253	642	1 017	361	915	741	2 969	275	117
Unemployed or not in labor force	287	98	254	472	150	756	383	1 232	116	54
MARITAL STATUS AND PRESENCE OF OWN CHILDREN										
Women, 16 years old and over	18 705	15 255	27 877	51 468	18 077	17 942	27 451	349 075	12 156	7 640
With own children under 6 years	3 183	3 680	5 130	9 621	3 653	3 843	5 876	54 496	2 617	1 247
In labor force	911	953	1 919	2 449	1 138	1 174	1 748	10 982	882	325
With own children 6 to 17 years only	3 558	3 508	4 154	9 468	3 354	3 359	5 371	69 019	2 301	1 383
In labor force	1 867	1 743	2 552	4 865	1 753	1 848	3 050	32 801	1 342	780
Married women, husband present	11 623	10 165	15 049	30 777	10 731	11 167	17 652	203 504	7 686	4 433
In labor force	4 457	3 874	7 259	11 332	3 862	4 502	7 490	76 809	3 234	1 705
With own children under 6 years	2 849	3 476	4 759	8 934	3 327	3 542	5 473	50 173	2 462	1 151
In labor force	749	817	1 658	2 060	919	1 009	1 499	8 592	779	272
With own children 6 to 17 years only	3 138	3 122	3 565	8 402	2 814	3 041	4 958	61 061	2 103	1 230
In labor force	1 591	1 471	2 109	4 116	1 301	1 626	2 726	27 124	1 184	686
PERCENT IN LABOR FORCE										
Male: 14 and 15 years	13.0	8.7	23.9	11.2	14.9	16.0	10.4	11.9	17.6	19.2
16 and 17 years	27.1	30.5	34.1	38.0	32.5	25.5	36.3	30.7	41.3	45.7
18 and 19 years	38.1	70.4	30.3	54.7	59.2	40.1	60.3	50.0	73.3	66.7
20 and 21 years	56.4	88.6	41.5	64.6	71.7	52.2	80.1	69.0	71.0	79.5
22 to 24 years	77.6	92.3	58.5	80.0	86.7	70.7	88.2	81.9	70.9	98.5
25 to 34 years	87.0	97.9	82.5	89.7	97.1	87.1	92.6	94.1	65.9	96.6
35 to 44 years	95.1	97.4	95.0	94.5	96.6	93.0	92.8	96.7	78.1	96.0
45 to 64 years	85.6	90.3	90.1	87.1	87.3	86.9	89.1	92.2	81.9	87.2
65 years and over	29.1	23.6	29.9	23.4	24.2	24.2	22.9	35.7	23.6	37.2
Female: 14 and 15 years	5.1	4.4	9.2	5.4	7.5	7.9	5.6	7.2	10.8	4.9
16 and 17 years	24.8	22.0	18.8	26.3	20.5	18.5	21.4	28.3	26.0	23.7
18 and 19 years	41.8	50.0	42.0	45.2	45.7	45.2	41.5	44.3	51.0	45.7
20 and 21 years	56.0	48.9	49.4	51.9	60.5	48.9	53.4	56.3	50.4	37.6
22 to 24 years	49.2	51.1	65.1	52.6	46.7	45.3	47.1	62.3	53.7	39.9
25 to 34 years	46.0	33.8	49.6	38.9	42.6	41.9	40.1	40.4	41.0	42.8
35 to 44 years	50.8	44.6	58.8	48.0	51.4	53.5	48.7	47.1	56.0	52.1
45 to 64 years	48.3	52.5	58.6	48.3	47.6	49.9	55.2	53.0	56.2	50.4
65 years and over	11.4	9.7	10.6	9.9	8.7	11.1	10.3	14.2	10.1	10.6
WORKERS IN 1969 BY WEEKS WORKED										
Male, 16 years old and over	15 708	11 958	25 438	38 057	12 639	12 942	21 220	252 030	9 940	5 160
50 to 52 weeks	9 247	9 236	12 620	26 467	8 173	8 984	14 876	174 466	6 873	3 711
27 to 49 weeks	3 634	1 613	4 249	6 442	2 651	2 549	3 899	48 018	1 830	821
26 weeks or less	2 827	1 109	8 569	5 148	1 815	1 409	2 445	29 546	1 237	628
Female, 16 years old and over	9 365	6 874	17 354	25 196	8 976	8 433	14 078	173 598	6 179	4 261
50 to 52 weeks	3 688	3 289	6 491	10 896	3 557	3 516	5 768	80 [illegible]	2 954	1 518
27 to 49 weeks	2 586	1 641	4 321	6 473	2 200	2 426	3 962	49 [illegible]	1 540	1 016
26 weeks or less	3 091	1 944	6 542	7 827	3 219	2 491	4 348	45 305	1 685	1 727
CLASS OF WORKER, 16 YEARS OLD AND OVER										
Male employed	12 904	11 085	18 188	33 458	10 996	11 614	18 703	228 183	8 655	4 626
Private wage or salary workers	8 732	8 992	13 622	25 090	8 2[illegible]	8 316	14 173	173 177	6 034	3 287
Government workers	2 124	1 032	3 003	5 073	1 659	1 744	2 397	29 562	1 281	564
Local government workers	1 132	551	1 010	2 367	906	653	1 236	19 802	495	283
Self-employed workers	1 982	1 023	1 523	3 211	1 069	1 506	2 044	25 159	1 289	765
Unpaid family workers	66	38	40	84	20	48	89	285	51	10
Female employed	7 057	5 653	12 795	18 907	6 471	6 730	10 546	144 934	4 767	2 793
Private wage or salary workers	5 134	4 286	9 136	14 084	4 983	5 266	7 666	115 669	3 377	2 170
Government workers	1 313	944	3 107	3 705	1 232	1 203	2 415	23 978	1 051	462
Local government workers	839	623	1 573	2 149	859	728	1 281	19 069	793	247
Self-employed workers	408	327	473	875	173	207	364	4 200	274	93
Unpaid family workers	202	96	79	243	83	54	101	1 096	65	68
Male employed, in agriculture	825	717	996	1 140	72	1 289	1 814	2 648	1 398	648
Wage or salary workers	490	281	517	631	57	519	829	1 582	707	275
Self-employed workers	321	404	458	490	10	722	901	1 061	662	367
Unpaid family workers	14	32	21	19	5	48	84	5	29	6
Female employed, in agriculture	171	136	128	270	17	81	233	442	113	130
Wage or salary workers	102	47	80	154	13	46	163	360	57	90
Self-employed workers	37	68	24	76	4	31	36	60	30	22
Unpaid family workers	32	21	24	40	–	4	34	22	26	18
LABOR MOBILITY FOR MALES[1]										
Male, 20 to 49 years old in 1970	6 282	5 532	7 020	15 880	5 108	5 516	9 047	107 194	4 706	1 985
Nonmover in 1965, nonworker in 1970	240	98	188	556	112	273	604	2 992	806	49
Nonmover in 1965, worker in 1970	605	214	594	1 016	254	302	270	8 259	256	82
Mover in 1965, nonworker in 1970	66A	210	458	693	319	238	345	2 [illegible]	414	70

[1] "Current" worker includes the employed plus members of the Armed Forces.

Counties With 400 or More Negro Population

	Albany	Bronx	Broome	Cattaraugus	Cayuga	Chautauqua	Chemung	Clinton	Columbia	Dutchess	Erie
PLACE OF BIRTH											
Total population	15 203	357 099	2 237	497	1 805	1 379	1 220	2 460	1 895	14 489	99 081
Foreign born	101	28 082	35	6	9	15	47	56	30	354	519
Native	15 102	329 017	2 202	491	1 796	1 364	3 173	2 404	1 865	14 105	98 562
Born in State of residence	8 349	201 813	1 164	345	942	688	1 794	861	1 085	7 173	55 067
Born in different State	5 015	84 659	882	138	813	538	1 221	1 227	674	5 163	39 209
Northeast	180	5 695	171	42	53	74	103	103	49	664	1 916
North Central	130	2 103	90	10	31	42	63	127	15	310	2 758
South	4 680	76 247	617	86	729	422	1 025	944	610	4 217	34 362
West	25	614	4	–	–	–	30	53	–	32	172
Born abroad, at sea, etc.	45	16 428	8	4	19	27	37	226	21	109	270
State of birth not reported	1 693	26 117	148	4	22	111	121	90	85	1 660	7 017
RESIDENCE IN 1965											
Total population, 5 years old and over	13 338	315 469	1 875	467	1 678	1 160	2 880	2 361	1 747	13 299	88 024
Same house	5 977	159 824	762	190	461	617	641	364	797	5 329	41 676
Different house in United States	5 949	115 100	957	273	1 131	338	1 877	1 543	798	6 355	40 164
Same county	4 687	60 980	433	130	257	285	1 087	176	421	3 729	34 026
Different county	1 262	54 120	524	143	874	53	790	1 367	377	2 626	6 138
Same State	597	45 449	192	111	792	4	604	852	243	1 678	1 222
Different State	665	8 671	332	32	82	49	186	515	134	928	4 916
Northeast	46	1 328	12	6	28	–	32	89	11	217	445
North Central	112	773	98	14	–	24	9	226	4	118	922
South	507	6 205	211	12	48	25	123	114	119	569	3 312
West	–	365	11	–	6	–	22	86	–	25	237
Abroad	59	12 005	–	–	–	52	16	167	19	148	272
Moved, 1965 residence not reported	1 353	28 540	156	4	86	153	346	287	133	1 447	5 912
SCHOOL ENROLLMENT											
Total enrolled, 3 to 34 years old	5 022	105 253	600	189	416	370	992	445	657	3 937	34 389
Nursery school	164	1 641	–	–	–	35	46	–	–	86	1 030
Public	134	1 128	–	–	–	17	16	–	–	58	646
Kindergarten	383	6 711	64	27	18	22	80	25	30	269	2 274
Public	330	6 334	56	27	18	18	80	18	30	249	2 051
Elementary (1 to 8 years)	3 040	66 360	251	90	231	224	570	300	423	2 556	20 951
Public	2 695	61 974	234	90	217	219	545	276	390	2 467	19 331
High school (1 to 4 years)	1 049	24 749	146	58	146	76	252	61	177	667	8 003
Public	955	23 003	146	47	146	72	190	61	136	603	7 565
College	386	5 792	139	14	21	13	44	59	27	258	2 131
Percent enrolled, 3 to 34 years old	53.5	48.0	44.9	59.6	35.3	51.2	45.3	25.1	56.4	45.8	58.6
3 and 4 years old	21.3	14.0	–	–	–	....	45.4	–	–	17.2	24.5
5 and 6 years old	84.1	76.3	74.2	....	....	....	90.8	....	....	81.6	85.1
7 to 13 years old	94.0	95.0	83.5	....	98.2	99.9	92.2	99.9	96.1	92.9	97.0
14 and 15 years old	92.7	93.6	....	....	....	....	99.9	....	84.4	89.0	96.7
16 and 17 years old	86.8	81.3	....	....	....	....	64.5	....	58.6	63.8	83.3
18 and 19 years old	59.6	42.5	62.4	....	....	....	36.3	....	....	44.9	54.1
20 and 21 years old	27.3	14.2	15.7	....	....	....	4.2	9.3	–	9.8	18.1
22 to 24 years old	5.3	7.6	17.2	–	–	–	5.5	2.6	–	4.8	10.3
25 to 34 years old	3.8	3.9	13.3	–	1.3	–	1.4	2.4	8.9	4.4	5.7
YEARS OF SCHOOL COMPLETED											
Male, 25 years old and over	3 114	72 200	506	70	747	334	628	1 196	421	4 107	20 841
No school years completed	91	1 396	11	–	16	4	7	6	3	243	551
Elementary: 1 to 4 years	241	4 007	21	–	20	26	56	56	12	420	2 082
5 to 7 years	574	11 073	44	20	82	55	102	192	89	655	3 874
8 years	449	7 216	62	–	138	60	40	138	117	496	2 824
High school: 1 to 3 years	884	19 837	80	15	378	84	211	429	115	1 146	5 542
4 years	612	21 603	109	13	110	75	157	313	59	693	4 176
College: 1 to 3 years	111	4 640	48	10	–	17	22	39	10	288	1 320
4 years or more	152	2 428	131	12	3	13	33	23	16	165	612
Median school years completed	9.7	10.9	12.3	....	9.9	9.8	10.5	10.4	8.9	9.7	9.6
Percent high school graduates	28.1	39.7	56.9	....	15.1	31.4	33.8	21.4	20.2	28.4	23.6
Female, 25 years old and over	3 702	98 735	486	101	168	321	608	193	455	3 354	24 611
No school years completed	61	1 858	12	–	–	5	8	–	14	190	415
Elementary: 1 to 4 years	234	4 838	29	–	17	15	25	–	15	178	1 162
5 to 7 years	645	14 660	59	10	45	42	93	18	62	495	4 109
8 years	420	10 235	42	8	27	41	115	13	64	299	3 243
High school: 1 to 3 years	1 165	26 953	78	43	47	88	176	43	118	965	7 654
4 years	932	31 435	163	40	27	76	144	88	111	844	6 084
College: 1 to 3 years	151	5 711	35	–	–	48	31	13	30	294	1 340
4 years or more	94	3 045	68	–	5	6	16	18	11	99	610
Median school years completed	10.3	11.0	12.1	11.3	8.8	11.0	10.1	12.3	10.1	10.6	10.3
Percent high school graduates	31.8	40.7	54.7	39.6	19.0	40.5	31.4	61.7	33.4	36.9	32.6
FAMILIES											
Families	3 355	87 568	485	118	162	329	537	225	415	2 392	21 656
With own children under 3 years	790	18 309	143	35	44	78	103	42	65	499	4 267
With own children under 6 years	1 300	31 186	223	39	67	105	184	76	108	816	7 101
With own children under 12 years	1 850	48 112	299	51	103	140	281	134	192	1 318	11 634
With own children under 18 years	2 234	57 991	368	67	107	192	313	139	237	1 604	14 262
With sons/daughters under 25 years	2 384	62 757	390	72	107	211	351	148	249	1 727	15 469
With sons/daughters 13 to 19 years	872	23 554	163	39	65	78	148	45	123	710	7 112
With sons/daughters 18 to 24 years	396	12 048	87	25	31	44	69	25	52	340	3 513
Subfamilies	69	2 928	8	5	8	22	55	9	8	151	1 121
Number of own children under 18 years	80	3 419	13	–	8	25	67	10	15	191	1 457
Husband-wife subfamilies	6	781	–	5	–	–	5	4	–	34	210
Number of own children under 18 years	6	443	–	–	–	–	–	–	–	37	96
Subfamilies with female head	60	2 046	8	–	4	22	50	5	15	117	849
Number of own children under 18 years	71	2 821	13	–	4	25	67	10	15	154	1 273
Persons under 18 years old	6 514	144 195	861	237	505	587	1 228	482	884	5 175	42 881
Living with both parents	3 529	74 570	552	76	260	363	716	372	357	2 740	22 092
Percent of total	54.2	51.7	64.1	32.1	51.5	61.8	58.3	77.2	40.4	52.9	51.5
CHILDREN EVER BORN											
Women, 35 to 44 yr. old, ever married	808	22 471	124	31	40	70	159	57	78	679	5 961
Children ever born	3 047	63 649	431	151	211	258	547	160	370	2 458	20 555
Per 1,000 women ever married	3 771	2 832	3 476	....	....	....	3 440	....	....	3 679	3 455

Table 125. Social Characteristics of the Negro Population for Counties: 1970—Continued

[Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties With 400 or More Negro Population	Fulton	Genesee	Greene	Kings	Livingston	Monroe	Nassau	New York	Niagara	Oneida
PLACE OF BIRTH										
Total population	379	1 040	910	654 988	924	51 926	65 693	379 731	9 543	7 873
Foreign born	6	15	23	78 049	11	728	2 738	31 034	59	113
Native	373	1 025	887	576 939	913	51 198	62 955	348 697	9 494	7 760
Born in State of residence	288	476	580	353 784	490	22 309	30 491	179 075	5 063	3 623
Born in different State	81	475	251	154 377	342	21 733	24 645	112 753	3 782	3 511
Northeast	–	19	16	7 294	22	726	1 465	7 745	84	245
North Central	9	11	5	3 078	23	957	817	4 416	100	280
South	72	445	230	143 276	290	19 943	22 204	99 672	3 535	2 910
West	–	–	–	729	7	107	159	920	63	76
Born abroad, at sea, etc.	–	15	13	17 047	–	266	481	13 836	23	160
State of birth not reported	4	59	43	51 729	81	6 890	7 338	43 033	616	466
RESIDENCE IN 1965										
Total population, 5 years old and over	305	903	814	576 724	761	44 328	57 939	350 160	8 426	6 787
Same house	198	317	428	291 026	364	15 395	29 521	210 650	4 253	2 022
Different house in United States	85	500	336	201 498	304	22 398	22 085	93 271	3 360	4 002
Same county	52	255	160	139 255	99	15 964	11 976	51 613	2 888	2 552
Different county	33	245	176	42 243	205	6 434	10 109	41 658	492	1 450
Same State	15	123	176	26 465	137	1 312	6 931	31 733	52	541
Different State	18	122	–	15 778	68	5 122	3 178	9 925	440	909
Northeast	7	6	–	1 688	–	431	347	1 708	40	106
North Central	–	–	–	1 198	12	368	214	1 009	56	220
South	11	106	–	12 368	53	4 212	2 465	6 726	334	395
West	–	10	–	524	3	111	152	482	10	188
Abroad	–	16	–	36 712	9	528	1 277	11 835	60	231
Moved, 1965 residence not reported	22	70	50	47 478	84	6 007	5 056	34 404	733	532
SCHOOL ENROLLMENT										
Total enrolled, 3 to 34 years old	160	325	362	202 608	203	17 494	20 837	91 587	3 810	2 785
Nursery school	–	3	–	3 566	–	498	722	2 585	121	46
Public	–	3	–	2 572	–	378	421	1 858	117	38
Kindergarten	23	24	22	13 259	10	1 437	1 627	4 682	190	192
Public	18	24	22	12 560	10	1 370	1 518	4 421	159	187
Elementary (1 to 8 years)	71	221	130	126 823	104	11 438	12 696	53 607	2 311	1 843
Public	65	221	130	118 813	104	10 777	11 871	48 762	2 204	1 791
High school (1 to 4 years)	66	63	205	48 008	71	3 356	4 519	23 018	1 029	506
Public	54	54	200	45 233	71	3 143	4 287	21 048	1 025	481
College	–	14	5	10 952	18	765	1 283	7 495	159	198
Percent enrolled, 3 to 34 years old	77.3	56.6	61.1	49.6	41.3	50.6	53.4	47.8	62.5	52.5
3 and 4 years old	...	...	–	15.7	–	15.9	24.7	23.7	23.2	12.9
5 and 6 years old	...	...	...	77.3	...	83.0	83.6	74.5	75.2	82.1
7 to 13 years old	...	99.9	94.0	94.7	...	92.3	96.7	95.2	96.6	94.6
14 and 15 years old	...	...	...	94.3	...	98.3	94.7	92.6	99.9	93.6
16 and 17 years old	...	...	99.9	84.9	...	81.9	85.2	83.9	99.9	79.6
18 and 19 years old	...	...	...	45.8	...	43.4	49.2	46.1	48.6	53.5
20 and 21 years old	...	...	–	14.6	–	12.6	19.9	18.7	20.3	16.9
22 to 24 years old	–	–	–	8.3	...	4.3	8.6	10.1	5.1	10.0
25 to 34 years old	–	–	...	4.6	12.3	4.3	4.7	5.4	6.2	6.4
YEARS OF SCHOOL COMPLETED										
Male, 25 years old and over	68	255	145	129 462	322	9 879	13 032	99 076	1 737	1 558
No school years completed	5	–	6	2 536	32	210	270	1 875	66	58
Elementary: 1 to 4 years	–	25	11	7 375	38	1 045	702	6 887	235	169
5 to 7 years	23	70	37	19 952	42	1 545	1 689	17 463	365	296
8 years	7	53	35	13 089	60	1 020	1 212	11 480	222	197
High school: 1 to 3 years	14	48	22	33 630	76	2 874	3 188	24 876	358	263
4 years	19	50	21	38 752	71	2 182	3 756	24 666	356	377
College: 1 to 3 years	–	4	5	8 931	3	599	1 229	6 585	90	107
4 years or more	–	5	8	5 197	–	404	986	5 244	45	91
Median school years completed	...	8.5	8.5	10.9	8.8	10.2	11.5	10.4	8.9	9.7
Percent high school graduates	...	23.1	23.4	40.8	23.0	32.2	45.8	36.8	28.3	36.9
Female, 25 years old and over	91	228	203	178 015	196	10 924	19 025	126 774	1 985	1 536
No school years completed	–	2	–	3 414	10	157	293	2 523	49	55
Elementary: 1 to 4 years	3	19	17	8 523	6	652	856	8 946	156	133
5 to 7 years	17	30	28	27 739	31	1 551	2 797	22 579	338	285
8 years	7	32	37	19 775	29	1 294	1 916	14 487	182	179
High school: 1 to 3 years	27	88	69	49 214	54	3 465	4 782	32 789	707	353
4 years	22	47	40	55 321	43	2 800	6 004	33 139	439	363
College: 1 to 3 years	15	10	6	9 370	–	600	1 456	6 935	73	94
4 years or more	–	–	6	4 659	23	405	916	5 376	41	74
Median school years completed	...	10.1	9.8	10.8	10.2	10.6	11.3	10.4	10.1	10.0
Percent high school graduates	...	25.0	25.6	39.0	33.7	34.8	44.0	35.9	27.9	34.6
FAMILIES										
Families	76	238	160	155 225	191	10 645	13 357	87 974	1 915	1 578
With own children under 3 years	29	63	44	33 411	36	3 159	2 481	12 360	482	494
With own children under 6 years	35	78	59	57 063	64	4 877	4 681	22 495	782	708
With own children under 12 years	53	118	71	86 729	91	6 868	7 422	37 461	1 183	1 073
With own children under 18 years	53	153	103	104 082	108	7 836	9 049	47 624	1 415	1 183
With sons/daughters under 25 years	53	162	109	112 464	117	8 290	9 895	53 314	1 520	1 259
With sons/daughters 13 to 19 years	18	72	58	44 788	54	3 002	4 306	22 782	731	522
With sons/daughters 18 to 24 years	14	25	23	23 274	12	1 295	2 265	12 645	435	212
Subfamilies	8	10	12	6 393	6	660	864	3 586	113	75
Number of own children under 18 years	8	12	12	7 652	6	964	1 144	4 620	101	84
Husband-wife subfamilies	–	4	–	1 844	6	143	344	890	22	6
Number of own children under 18 years	–	–	–	1 064	6	140	337	629	–	–
Subfamilies with female head	8	6	12	4 364	–	499	468	2 519	80	64
Number of own children under 18 years	8	12	12	6 486	–	797	705	3 739	90	77
Persons under 18 years old	175	440	384	273 833	328	24 864	26 724	114 540	4 704	3 792
Living with both parents	140	306	253	140 906	209	13 823	16 673	56 839	2 459	2 252
Percent of total	80.0	69.5	65.9	51.5	63.7	55.6	62.4	49.6	52.3	59.4
CHILDREN EVER BORN										
Women, 35 to 44 yr. old, ever married	25	56	28	41 167	46	2 771	4 590	23 176	543	352
Children ever born	126	229	168	127 796	145	10 425	13 074	59 562	2 258	1 621
Per 1,000 women ever married	...	...	...	3 104	...	3 762	2 848	2 [illegible]	4 158	4 605

Table 125. Social Characteristics of the Negro Population for Counties: 1970—Continued

(Data based on sample; see text for explanation of base for derived figures (percent, median, etc.) and meaning of symbols; see text)

Counties With 400 or More Negro Population

	Onondaga	Ontario	Orange	Orleans	Queens	Rensselaer	Richmond	Rockland	Saratoga	Schenectady
PLACE OF BIRTH										
Total population	22 459	1 418	14 361	1 971	257 873	3 503	15 779	13 101	944	3 538
Foreign born	214	36	188	31	21 019	15	882	1 329	35	15
Native	22 245	1 382	14 173	1 940	236 854	3 488	14 897	11 772	909	3 523
Born in State of residence	10 085	704	7 423	768	133 831	1 829	9 597	6 083	621	2 130
Born in different State	9 992	556	5 200	1 021	78 253	1 350	3 612	4 689	264	1 148
Northeast	495	106	422	10	5 324	35	446	459	88	160
North Central	463	5	151	4	2 381	15	176	116	7	41
South	8 976	445	4 548	982	69 927	1 300	2 955	4 083	177	931
West	58	–	79	25	621	–	35	31	12	16
Born abroad, at sea, etc.	81	16	164	14	3 366	20	207	101	–	66
State of birth not reported	2 087	106	1 386	137	21 404	289	1 481	899	44	177
RESIDENCE IN 1965										
Total population, 5 years old and over	19 393	1 200	12 622	1 686	233 067	3 023	13 826	11 647	878	3 158
Same house	6 382	556	4 790	426	133 181	1 506	6 315	4 777	329	1 153
Different house in United States	10 948	555	6 070	1 068	77 496	1 151	5 543	5 206	491	1 713
Same county	7 675	229	4 039	668	37 971	729	2 908	3 106	237	951
Different county	3 273	326	2 031	460	39 525	422	2 635	2 100	254	762
Same State	830	157	1 149	235	31 943	275	2 016	1 048	160	644
Different State	2 443	169	882	225	7 582	147	619	1 052	94	318
Northeast	240	88	214	–	1 022	15	177	251	19	78
North Central	368	–	46	9	619	–	74	35	15	38
South	1 745	75	559	216	5 506	132	353	712	41	174
West	90	6	63	–	435	–	15	14	19	28
Abroad	149	49	166	9	7 926	11	441	668	20	21
Moved, 1965 residence not reported	1 914	40	1 596	183	14 464	355	1 527	996	55	241
SCHOOL ENROLLMENT										
Total enrolled, 3 to 34 years old	8 108	452	4 891	563	78 990	1 175	4 869	3 832	279	1 287
Nursery school	282	22	167	6	1 508	40	137	194	6	28
Public	196	22	162	6	870	23	93	140	6	17
Kindergarten	528	19	275	61	4 461	82	316	303	20	112
Public	519	19	275	61	4 056	71	292	303	20	112
Elementary (1 to 8 years)	5 153	246	3 154	427	47 405	765	2 813	2 358	159	745
Public	4 983	246	3 024	427	43 014	677	2 481	2 145	147	725
High school (1 to 4 years)	1 665	126	1 075	89	20 234	258	1 163	804	68	343
Public	1 626	126	989	89	18 576	237	1 097	784	64	317
College	480	39	220	–	5 382	30	440	173	32	56
Percent enrolled, 3 to 34 years old	55.1	56.6	54.1	42.4	53.9	53.5	46.9	48.9	63.8	60.2
3 and 4 years old	18.4	...	26.3	2.9	15.1	15.6	21.8	33.3	...	21.9
5 and 6 years old	78.8	...	79.1	80.0	79.1	76.4	78.3	85.0	...	99.9
7 to 13 years old	95.6	76.8	92.2	85.7	95.8	90.9	79.9	88.1	99.9	99.7
14 and 15 years old	91.7	...	79.0	...	97.1	89.2	71.5	88.3	...	99.9
16 and 17 years old	82.9	...	72.5	...	89.9	99.4	66.1	93.3	...	99.1
18 and 19 years old	51.6	...	46.5	...	51.2	...	52.6	39.6	...	50.7
20 and 21 years old	13.3	...	11.1	–	21.5	3.3	14.6	10.9	–	...
22 to 24 years old	13.0	...	4.4	–	11.1	–	8.4	4.4	...	...
25 to 34 years old	6.6	–	4.5	1.6	4.6	7.1	7.0	4.9	23.3	3.6
YEARS OF SCHOOL COMPLETED										
Male, 25 years old and over	4 148	384	3 042	399	57 644	678	2 804	3 033	217	727
No school years completed	79	19	58	15	642	7	144	187	5	12
Elementary: 1 to 4 years	456	40	223	43	2 398	50	141	242	17	28
5 to 7 years	713	47	497	119	7 099	173	460	452	26	135
8 years	466	68	490	36	5 657	73	206	310	26	74
High school: 1 to 3 years	1 086	86	834	114	13 975	183	636	724	29	124
4 years	926	59	695	63	18 189	98	763	694	52	229
College: 1 to 3 years	200	36	105	4	5 711	49	303	208	30	83
4 years or more	222	29	140	5	3 973	45	151	216	30	42
Median school years completed	10.0	9.6	9.9	8.6	11.8	9.6	11.1	10.3	12.1	11.8
Percent high school graduates	32.5	32.3	30.9	18.0	48.4	28.3	43.4	36.9	51.6	49.7
Female, 25 years old and over	4 801	291	3 087	361	74 622	745	3 626	3 462	343	783
No school years completed	95	9	38	27	761	8	132	97	–	15
Elementary: 1 to 4 years	297	12	132	35	2 278	36	115	136	60	43
5 to 7 years	855	54	505	67	8 279	95	491	520	23	96
8 years	577	33	383	79	7 109	88	313	472	37	60
High school: 1 to 3 years	1 382	58	961	110	17 757	243	901	872	69	229
4 years	1 127	114	779	40	27 272	200	1 337	950	65	250
College: 1 to 3 years	264	11	136	3	6 981	44	198	222	33	112
4 years or more	204	–	153	–	4 245	31	135	193	6	22
Median school years completed	10.3	10.9	10.5	8.7	12.0	10.8	11.5	10.7	9.1	11.9
Percent high school graduates	33.2	43.0	34.6	11.9	51.5	36.9	46.1	39.4	30.3	49.1
FAMILIES										
Families	4 974	319	2 702	288	60 967	716	3 170	2 579	191	896
With own children under 3 years	1 222	64	706	99	9 484	161	700	520	29	149
With own children under 6 years	2 096	96	1 166	148	17 314	299	1 172	945	41	266
With own children under 12 years	3 194	150	1 628	211	29 177	427	1 742	1 436	67	420
With own children under 18 years	3 719	197	1 964	229	37 459	518	2 098	1 761	112	522
With sons/daughters under 25 years	3 893	197	2 057	229	41 686	544	2 338	1 890	120	544
With sons/daughters 13 to 19 years	1 611	93	929	99	18 704	202	955	722	67	279
With sons/daughters 18 to 24 years	529	17	305	41	11 203	101	629	314	19	112
Subfamilies	160	6	133	34	3 342	24	78	97	14	18
Number of own children under 18 years	204	9	160	65	4 350	30	83	154	14	18
Husband-wife subfamilies	6	3	50	13	1 234	–	18	19	–	–
Number of own children under 18 years	–	6	57	30	1 057	–	8	16	–	–
Subfamilies with female head	140	3	80	21	1 971	24	60	78	10	11
Number of own children under 18 years	176	3	97	35	3 045	30	75	138	10	11
Persons under 18 years old	10 776	624	6 808	950	98 605	1 628	7 038	5 208	303	1 571
Living with both parents	5 181	356	3 678	676	63 843	991	3 826	3 077	195	1 014
Percent of total	48.1	57.1	54.0	71.2	64.6	60.9	54.4	59.1	64.4	64.5
CHILDREN EVER BORN										
Women, 35 to 44 yr. old, ever married	1 165	74	721	65	18 129	154	743	776	55	175
Children ever born	4 874	208	2 327	389	51 201	512	2 532	2 315	160	612
Per 1,000 women ever married	4 184	...	3 227	...	2 824	3 325	3 408	2 983	...	3 497

Table 125. Social Characteristics of the Negro Population for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties With 400 or More Negro Population	Seneca	Steuben	Suffolk	Sullivan	Tompkins	Ulster	Washington	Wayne	Westchester	Wyoming
PLACE OF BIRTH										
Total population	381	843	54 312	3 263	1 780	4 930	817	2 499	84 272	1 113
Foreign born	21	6	1 465	11	122	142	–	21	3 811	7
Native	360	837	52 847	3 252	1 658	4 788	817	2 478	80 461	1 106
Born in State of residence	178	366	29 076	1 490	811	2 408	521	1 028	38 599	375
Born in different State	151	402	18 236	1 508	662	1 702	264	1 327	29 372	624
Northeast	12	20	1 192	89	107	125	83	24	1 863	57
North Central	15	11	515	24	51	68	15	23	842	41
South	124	371	16 416	1 385	486	1 507	166	1 273	26 492	521
West	–	–	113	10	18	2	–	7	175	5
Born abroad, at sea, etc.	9	6	551	42	14	142	21	–	546	37
State of birth not reported	22	63	4 984	212	171	536	11	123	12 151	70
RESIDENCE IN 1965										
Total population, 5 years old and over	342	734	48 632	2 827	1 584	4 316	794	2 093	76 237	1 134
Same house	147	474	24 638	678	521	1 328	57	886	40 638	245
Different house in United States	106	249	18 101	1 884	764	2 124	716	1 051	26 353	799
Same county	49	134	10 818	1 078	359	1 159	–	594	19 006	26
Different county	57	115	7 283	806	405	925	716	457	7 347	773
Same State	57	88	5 113	536	199	656	629	102	4 065	718
Different State	–	27	2 170	270	206	269	87	355	3 282	55
Northeast	–	9	364	15	62	80	81	25	400	14
North Central	–	5	150	16	24	10	6	–	326	14
South	–	13	1 520	225	115	173	–	330	2 351	20
West	–	–	136	14	5	6	–	–	205	7
Abroad	26	–	674	6	39	84	–	–	1 685	–
Moved, 1965 residence not reported	63	11	5 219	259	260	780	21	156	7 561	90
SCHOOL ENROLLMENT										
Total enrolled, 3 to 34 years old	78	267	18 635	1 033	590	1 503	59	735	23 904	61
Nursery school	–	5	494	21	51	29	–	18	675	–
Public	–	5	305	21	34	29	–	18	451	–
Kindergarten	–	25	1 356	42	48	67	–	101	1 766	–
Public	–	25	1 320	42	48	67	–	101	1 611	–
Elementary (1 to 8 years)	56	162	11 689	629	187	1 011	59	461	14 287	33
Public	56	162	11 347	629	177	989	59	461	13 298	33
High school (1 to 4 years)	7	66	4 229	284	81	293	–	149	5 861	28
Public	7	66	4 121	284	57	282	–	149	5 398	28
College	15	9	867	57	223	103	–	6	1 375	–
Percent enrolled, 3 to 34 years old	59.5	65.3	58.2	48.4	52.0	46.8	8.0	49.4	52.2	9.0
3 and 4 years old	–	...	19.4	21.8	...	16.2	–	26.0	22.4	–
5 and 6 years old	...	...	77.2	66.3	62.4	71.7	–	65.5	79.4	–
7 to 13 years old	...	99.9	99.8	99.2	80.8	97.1	...	87.6	97.2	...
14 and 15 years old	...	...	94.5	79.1	...	73.4	–	78.1	97.8	...
16 and 17 years old	...	...	90.2	65.4	...	65.0	–	...	90.9	...
18 and 19 years old	–	...	57.6	64.7	65.3	38.8	–	...	48.3	...
20 and 21 years old	...	...	18.4	17.2	...	28.9	–	...	18.3	–
22 to 24 years old	–	–	7.5	–	16.1	1.9	–	–	9.2	–
25 to 34 years old	–	–	3.1	6.7	22.1	5.3	–	–	4.1	–
YEARS OF SCHOOL COMPLETED										
Male, 25 years old and over	181	208	12 118	793	418	1 378	147	602	18 984	880
No school years completed	48	17	346	–	–	43	5	92	371	12
Elementary: 1 to 4 years	6	38	958	21	11	120	–	142	1 001	63
5 to 7 years	19	34	2 255	181	56	225	36	176	2 890	148
8 years	30	29	1 533	97	45	126	52	26	2 042	124
High school: 1 to 3 years	49	41	2 713	275	57	366	36	91	4 844	406
4 years	24	16	2 751	187	132	257	10	61	5 385	87
College: 1 to 3 years	5	25	1 026	65	25	104	8	14	1 171	40
4 years or more	–	8	536	17	92	137	–	–	1 280	–
Median school years completed	8.6	8.5	10.1	10.6	12.3	10.4	8.6	6.1	11.0	9.7
Percent high school graduates	16.0	23.6	35.6	33.9	59.6	36.1	12.2	12.5	41.3	14.4
Female, 25 years old and over	85	238	13 786	627	449	902	28	503	26 640	27
No school years completed	5	11	299	8	–	10	–	26	320	–
Elementary: 1 to 4 years	11	29	648	26	13	50	–	75	1 170	–
5 to 7 years	21	45	2 123	119	71	148	3	185	4 026	6
8 years	12	40	1 513	42	36	86	7	74	3 096	–
High school: 1 to 3 years	21	47	3 678	239	101	210	3	118	6 400	15
4 years	11	43	3 871	128	160	244	15	25	8 066	6
College: 1 to 3 years	4	18	934	43	33	71	–	–	1 793	–
4 years or more	–	5	720	22	35	83	–	–	1 769	–
Median school years completed	...	8.9	10.9	10.5	12.0	11.2	...	7.3	11.2	...
Percent high school graduates	...	27.7	40.1	30.8	50.8	44.1	...	5.0	43.6	...
FAMILIES										
Families	38	135	10 301	586	375	850	29	483	19 141	28
With own children under 3 years	7	31	2 095	148	94	178	–	139	3 129	5
With own children under 6 years	7	42	3 623	300	171	276	–	171	5 566	5
With own children under 12 years	21	73	5 880	374	197	437	15	270	8 682	5
With own children under 18 years	21	83	7 029	458	215	544	15	317	10 986	9
With sons/daughters under 25 years	21	83	7 559	467	225	558	18	336	12 360	9
With sons/daughters 13 to 19 years	12	52	3 402	191	40	268	–	124	5 116	9
With sons/daughters 18 to 24 years	–	22	1 594	63	21	64	3	56	2 907	4
Subfamilies	–	12	778	25	18	46	2	3	924	6
Number of own children under 18 years	–	24	1 111	21	30	42	2	6	1 212	6
Husband-wife subfamilies	–	–	303	4	6	13	–	–	330	–
Number of own children under 18 years	–	–	314	–	6	9	–	–	261	–
Subfamilies with female head	–	12	441	21	12	33	2	3	542	6
Number of own children under 18 years	–	24	765	21	24	33	2	6	875	6
Persons under 18 years old	89	359	23 474	1 331	532	1 951	110	1 176	30 018	51
Living with both parents	25	228	14 297	802	350	1 019	–	761	17 295	47
Percent of total	...	63.5	60.9	60.3	65.8	52.2	–	64.7	57.6	...
CHILDREN EVER BORN										
Women, 35 to 44 years old, ever married	25	59	3 204	114	67	156	15	176	5 521	6
Children ever born	69	236	11 [illegible]	387	197	641	60	527	19 131	6
Per 1,000 women ever married	...	...	3 451	3 395	...	4 109	...	2 994	2 767	...

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Table 126. Employment Characteristics of the Negro Population for Counties: 1970

[Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) shown, see text]

Counties With 400 or More Negro Population	Albany	Bronx	Broome	Cattaraugus	Cayuga	Chautauqua	Chemung	Clinton	Columbia	Dutchess	Erie
EMPLOYMENT STATUS											
Male, 16 years old and over	**4 148**	**96 749**	**728**	**127**	**1 091**	**427**	**1 392**	**1 716**	**485**	**5 438**	**27 570**
Labor force	3 190	68 107	551	92	163	339	506	475	376	2 528	18 959
Percent of total	76.9	70.4	75.7	72.4	14.9	79.4	36.4	27.7	77.5	46.7	68.8
Civilian labor force	3 184	67 827	547	92	163	339	506	35	376	2 528	18 937
Employed	2 894	64 199	488	88	155	332	444	28	348	2 358	17 197
Unemployed	290	3 628	59	4	8	7	62	7	28	180	1 742
Percent of civilian labor force	9.1	5.3	10.8	...	4.9	2.1	12.3	...	7.4	7.1	9.2
Not in labor force	958	28 642	177	35	928	88	886	1 241	109	2 900	8 611
Inmate of institution	91	4 753	32	7	849	–	754	1 178	14	2 329	805
Enrolled in school	263	6 791	75	11	37	4	49	36	24	180	2 313
Other: Under 65 years	337	12 294	55	13	30	57	46	21	14	231	3 474
65 years and over	267	4 804	15	4	12	27	37	6	57	180	2 019
Female, 16 years old and over	**5 102**	**129 048**	**743**	**169**	**283**	**432**	**783**	**286**	**666**	**4 393**	**32 926**
Labor force	2 613	56 887	338	84	89	197	358	147	346	2 086	14 843
Percent of total	51.2	44.1	45.5	49.7	31.4	45.6	50.8	51.4	52.0	47.5	45.1
Civilian labor force	2 613	56 851	338	84	89	197	398	128	346	2 086	14 838
Employed	2 524	54 394	321	71	77	151	359	108	316	1 989	13 324
Unemployed	89	2 457	17	13	12	46	39	20	30	97	1 534
Percent of civilian labor force	3.4	4.3	5.0	...	...	23.4	9.8	15.6	8.7	4.7	10.3
Not in labor force	2 489	72 161	405	85	194	235	385	139	320	2 307	18 063
Inmate of institution	56	456	32	3	13	–	–	–	77	813	171
Enrolled in school	331	7 952	63	16	56	38	53	21	49	300	2 703
Other: Under 65 years	1 780	55 590	273	62	98	178	263	110	122	981	12 790
65 years and over	322	8 163	37	4	27	19	69	8	72	213	2 452
Male, 16 to 21 years old	**657**	**17 790**	**157**	**33**	**137**	**51**	**593**	**250**	**52**	**836**	**5 030**
Not enrolled in school	256	9 762	90	18	95	28	473	213	24	568	2 163
Not high school graduate	152	6 509	44	7	65	22	341	72	20	445	1 247
Employed or not in labor force	93	4 750	33	7	78	12	325	59	2	379	852
MARITAL STATUS AND PRESENCE OF OWN CHILDREN											
Women, 16 years old and over	**5 102**	**129 048**	**743**	**169**	**283**	**432**	**783**	**286**	**666**	**4 393**	**32 926**
With own children under 6 years	1 277	31 696	202	29	58	128	221	67	114	865	7 545
In labor force	559	9 474	79	11	25	48	125	21	57	497	3 098
With own children 6 to 17 years only	905	26 277	143	22	42	75	129	70	108	761	7 060
In labor force	576	12 557	77	17	23	50	76	44	82	543	3 799
Married women, husband present	**2 044**	**54 789**	**350**	**70**	**96**	**253**	**376**	**188**	**269**	**1 613**	**13 658**
In labor force	1 094	23 367	173	29	53	149	179	92	172	993	6 936
With own children under 6 years	741	19 308	154	8	35	76	136	50	49	584	4 085
In labor force	303	6 182	63	–	21	31	57	16	16	326	1 660
With own children 6 to 17 years only	550	14 780	121	10	28	62	87	59	77	493	4 049
In labor force	356	6 864	55	10	13	50	53	33	61	350	3 302
PERCENT IN LABOR FORCE											
Male: 14 and 15 years	8.2	6.3	...	–	–	...	...	...	–	12.0	6.7
16 and 17 years	40.2	15.2	–	–	...	...	12.0	...	–	21.6	23.0
18 and 19 years	66.5	36.1	...	...	...	...	6.9	...	...	33.1	40.9
20 and 21 years	74.5	53.1	...	–	...	...	21.3	62.1	...	43.2	62.1
22 to 24 years	96.3	75.4	...	...	15.0	...	12.9	32.2	...	45.1	73.9
25 to 34 years	86.4	85.0	87.2	...	1.9	...	39.6	20.1	88.2	45.0	87.1
35 to 44 years	93.8	87.0	...	...	25.0	...	94.3	23.5	97.4	59.1	86.3
45 to 64 years	79.3	81.7	84.1	...	35.2	85.7	83.4	6.4	92.2	54.6	77.4
65 years and over	29.9	24.2	...	...	–	...	...	–	...	32.6	18.7
Female: 14 and 15 years	8.8	4.4	–	...	–	–	–	–	–	10.9	8.0
16 and 17 years	26.3	12.0	...	...	...	...	...	–	19.5	16.9	18.0
18 and 19 years	38.3	36.7	...	...	...	...	...	...	...	34.3	40.7
20 and 21 years	62.4	46.3	...	...	...	...	...	...	...	57.1	69.1
22 to 24 years	53.1	46.2	...	–	...	...	...	...	...	73.1	81.1
25 to 34 years	57.9	44.8	56.6	...	...	...	57.3	31.8	76.3	58.6	71.1
35 to 44 years	57.4	52.7	33.1	...	...	...	69.5	...	...	57.9	66.5
45 to 64 years	57.1	52.8	39.9	...	...	64.1	43.7	...	81.0	46.0	46.8
65 years and over	16.1	14.5	...	...	–	...	28.0	–	...	8.6	9.3
WORKERS IN 1969 BY WEEKS WORKED											
Male, 16 years old and over	**3 403**	**72 732**	**608**	**106**	**231**	**360**	**692**	**744**	**412**	**3 109**	**20 565**
50 to 52 weeks	1 844	43 549	361	56	88	258	354	323	295	1 897	11 550
27 to 49 weeks	1 068	21 132	120	36	74	66	175	185	89	651	5 932
26 weeks or less	491	8 051	107	14	69	36	163	226	28	558	3 083
Female, 16 years old and over	**2 986**	**63 989**	**396**	**111**	**150**	**237**	**457**	**189**	**375**	**2 408**	**17 225**
50 to 52 weeks	1 447	32 786	191	41	31	134	213	61	265	1 326	9 845
27 to 49 weeks	826	19 960	82	9	36	32	117	63	53	477	5 601
26 weeks or less	713	11 243	123	61	83	71	127	65	57	605	4 781
CLASS OF WORKER, 16 YEARS OLD AND OVER											
Male employed	**2 894**	**64 199**	**488**	**88**	**155**	**332**	**444**	**28**	**348**	**2 358**	**17 197**
Private wage or salary workers	2 140	48 131	458	68	117	270	373	16	281	1 769	14 734
Government workers	691	14 263	30	20	29	29	59	12	53	530	2 021
Local government workers	171	8 141	18	20	21	11	33	–	21	159	703
Self-employed workers	59	1 788	–	–	9	33	12	–	14	69	442
Unpaid family workers	4	17	–	–	–	–	–	–	–	–	–
Female employed	**2 524**	**54 394**	**321**	**71**	**77**	**151**	**359**	**108**	**316**	**1 989**	**13 324**
Private wage or salary workers	1 562	38 913	215	68	53	96	313	47	236	1 446	9 561
Government workers	924	14 723	82	3	24	40	42	61	80	535	3 464
Local government workers	202	9 637	48	3	24	40	25	16	36	110	1 517
Self-employed workers	18	733	24	–	–	15	4	–	–	8	266
Unpaid family workers	–	25	–	–	–	–	–	–	–	–	14
Male employed, in agriculture	**–**	**269**	**6**	**–**	**–**	**17**	**7**	**–**	**32**	**47**	**89**
Wage or salary workers	–	201	6	–	–	10	7	–	32	47	50
Self-employed workers	–	68	–	–	–	7	–	–	–	–	39
Unpaid family workers	–	–	–	–	–	–	–	–	–	–	–
Female employed, in agriculture	**5**	**126**	**–**	**–**	**8**	**4**	**–**	**7**	**27**	**13**	**103**
Wage or salary workers	5	67	–	–	8	4	–	7	27	13	73
Self-employed workers	–	55	–	–	–	–	–	–	–	–	25
Unpaid family workers	–	4	–	–	–	–	–	–	–	–	5
LABOR MOBILITY FOR MALES[1]											
Male, 30 to 49 years old in 1970	**1 537**	**38 489**	**229**	**41**	**422**	**156**	**291**	**749**	**180**	**2 255**	**10 420**
Nonworker in 1965, nonworker in 1970	112	3 842	10	5	325	17	21	478	6	604	1 602
Nonworker in 1965, worker in 1970	253	5 551	17	12	4	16	20	13	24	161	919
Worker in 1965, nonworker in 1970	98	2 326	33	–	25	5	18	119	18	247	919

[1] The concept "worker" includes the employed plus members of the Armed Forces.

Table 126. Employment Characteristics of the Negro Population for Counties: 1970—Continued

[Data based on sample. See text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties With 400 or More Negro Population	Fulton	Genesee	Greene	Kings	Livingston	Monroe	Nassau	New York	Niagara	Oneida
EMPLOYMENT STATUS										
Male, 16 years old and over	106	336	352	171 614	374	13 455	16 814	122 392	2 480	2 276
Labor force	74	248	133	124 460	226	10 389	12 844	84 104	1 829	1 672
Percent of total	69.8	73.8	37.8	72.5	60.4	77.2	76.4	68.7	73.8	73.5
Civilian labor force	74	248	133	123 529	226	10 376	12 768	83 709	1 679	1 249
Employed	65	234	126	116 605	210	9 509	12 329	78 708	1 527	1 132
Unemployed	9	14	7	6 924	16	867	439	5 001	152	117
Percent of civilian labor force	...	5.6	5.3	5.6	7.1	8.4	3.4	6.0	9.1	9.4
Not in labor force	32	88	219	47 154	148	3 064	3 970	38 288	651	604
Inmate of institution	–	13	141	1 083	97	309	393	2 527	20	138
Enrolled in school	13	34	42	13 787	22	807	1 370	7 449	273	204
Other: Under 65 years	7	13	29	24 214	13	1 412	1 442	18 631	263	163
65 years and over	12	28	7	8 070	16	536	765	9 681	95	99
Female, 16 years old and over	116	310	275	234 158	261	15 612	24 344	154 965	2 876	2 139
Labor force	49	167	124	103 621	145	8 617	13 990	71 917	1 112	959
Percent of total	42.2	53.9	45.1	44.3	55.6	55.2	57.5	46.4	38.7	44.8
Civilian labor force	49	167	124	103 553	145	8 617	13 978	71 904	1 112	955
Employed	44	132	119	97 921	132	7 963	13 534	67 841	915	816
Unemployed	5	35	5	5 632	13	654	444	4 063	197	139
Percent of civilian labor force	...	21.0	4.0	5.4	9.0	7.6	3.2	5.7	17.7	14.6
Not in labor force	67	143	151	130 537	116	6 995	10 354	83 048	1 764	1 180
Inmate of institution	–	–	–	764	13	86	67	1 655	9	126
Enrolled in school	14	21	33	15 382	23	1 020	1 478	8 316	424	178
Other: Under 65 years	31	91	86	101 196	70	5 313	7 706	56 526	1 242	793
65 years and over	22	31	32	13 195	10	576	1 103	16 551	89	83
Male, 16 to 21 years old	28	53	200	29 848	36	2 388	2 800	16 272	573	544
Not enrolled in school	10	13	88	14 401	20	1 205	1 246	8 047	243	258
Not high school graduate	–	13	74	8 104	14	675	598	4 791	101	121
Unemployed or not in labor force	–	9	74	4 465	7	296	344	2 999	39	59
MARITAL STATUS AND PRESENCE OF OWN CHILDREN										
Women, 16 years old and over	116	310	275	234 158	261	15 612	24 344	154 965	2 876	2 139
With own children under 6 years	23	72	64	58 684	62	5 099	5 042	23 629	770	704
In labor force	17	33	35	18 440	42	2 583	2 198	7 503	252	366
With own children 6 to 17 years only	26	80	44	45 827	38	2 902	4 529	24 697	628	390
In labor force	15	60	15	21 690	22	1 902	2 806	12 412	273	198
Married women, husband present	60	185	124	95 579	135	7 651	10 121	53 367	1 196	943
In labor force	34	107	72	40 881	79	4 200	5 690	22 434	494	527
With own children under 6 years	23	51	42	34 714	54	3 072	3 434	13 629	436	462
In labor force	17	27	28	11 758	34	1 684	1 639	4 261	167	248
With own children 6 to 17 years only	18	66	31	25 993	28	1 782	3 309	13 345	393	259
In labor force	15	51	11	11 865	12	1 210	2 013	6 091	156	146
PERCENT IN LABOR FORCE										
Male: 14 and 15 years	–	...	–	7.2	–	6.7	9.3	8.2	3.0	2.8
16 and 17 years	–	...	...	15.7	...	31.2	16.8	17.9	15.6	22.1
18 and 19 years	...	...	–	44.6	...	59.7	38.4	42.3	66.2	58.5
20 and 21 years	...	...	–	67.4	–	82.6	68.4	61.5	82.5	91.6
22 to 24 years	...	...	...	77.3	...	86.8	81.0	73.0	88.2	100.0
25 to 34 years	...	...	...	87.5	...	90.8	90.5	83.9	93.0	88.8
35 to 44 years	...	...	...	86.7	...	86.6	92.7	82.9	85.2	86.2
45 to 64 years	...	85.0	...	80.1	72.2	79.6	86.2	77.6	80.2	73.0
65 years and over	...	...	...	23.4	...	23.7	27.8	26.8	20.3	14.9
Female: 14 and 15 years	...	–	–	5.5	–	6.3	2.0	7.4	2.0	–
16 and 17 years	–	...	–	12.4	–	26.0	16.1	15.0	13.3	7.2
18 and 19 years	–	...	–	36.6	...	51.4	45.6	38.7	26.4	44.9
20 and 21 years	–	...	...	51.7	...	55.9	62.3	49.2	34.3	57.0
22 to 24 years	...	...	...	50.1	...	61.0	65.4	51.6	39.1	54.3
25 to 34 years	...	...	...	46.6	...	63.6	58.6	50.9	41.1	55.2
35 to 44 years	...	...	...	51.7	...	60.7	65.4	54.2	50.9	50.5
45 to 64 years	...	...	...	49.9	...	54.1	63.4	55.8	46.7	45.5
65 years and over	–	...	–	12.9	...	22.4	27.5	17.2	4.5	–
WORKERS IN 1969 BY WEEKS WORKED										
Male, 16 years old and over	85	268	212	129 823	253	10 984	13 973	89 577	1 945	1 791
50 to 52 weeks	33	206	108	79 332	178	6 396	9 236	52 165	1 128	1 094
27 to 49 weeks	19	46	26	36 799	47	3 268	2 917	26 644	508	403
26 weeks or less	33	16	78	13 692	28	1 320	1 820	10 768	309	294
Female, 16 years old and over	73	198	133	115 737	127	10 004	15 788	79 364	1 377	1 159
50 to 52 weeks	19	93	69	55 068	35	4 225	7 659	37 947	463	387
27 to 49 weeks	36	34	34	39 291	79	3 263	4 655	27 380	451	377
26 weeks or less	18	71	30	21 378	13	2 516	3 474	14 037	463	395
CLASS OF WORKER, 16 YEARS OLD AND OVER										
Male employed	65	234	126	116 605	210	9 509	12 329	78 708	1 527	1 132
Private wage or salary workers	51	229	101	89 431	191	7 811	8 562	61 117	1 299	799
Government workers	14	5	25	23 319	14	1 314	3 122	14 703	178	281
Local government workers	8	–	8	13 617	–	840	2 003	7 618	109	88
Self-employed workers	–	–	–	3 806	5	384	633	2 844	50	47
Unpaid family workers	–	–	–	49	–	–	12	44	–	5
Female employed	44	132	119	97 921	132	7 963	13 534	67 841	915	816
Private wage or salary workers	34	112	79	72 978	101	6 010	10 520	51 392	736	571
Government workers	5	20	40	23 561	31	1 818	2 797	15 193	160	234
Local government workers	–	–	9	14 948	4	997	1 768	10 483	88	124
Self-employed workers	5	–	–	1 236	–	108	185	1 214	19	5
Unpaid family workers	–	–	–	146	–	27	32	42	–	6
Male employed, in agriculture	–	35	–	325	10	91	290	146	25	15
Wage or salary workers	–	35	–	241	10	76	178	146	20	15
Self-employed workers	–	–	–	84	–	15	105	–	5	–
Unpaid family workers	–	–	–	–	–	–	7	–	–	–
Female employed, in agriculture	–	3	–	241	–	15	58	56	–	12
Wage or salary workers	–	3	–	147	–	7	52	51	–	7
Self-employed workers	–	–	–	58	–	8	6	5	–	5
Unpaid family workers	–	–	–	36	–	–	–	–	–	–
LABOR MOBILITY FOR MALES[1]										
Male, 30 to 49 years old in 1970	36	115	74	70 374	140	5 656	7 215	47 247	895	870
Nonworker in 1965, nonworker in 1970	–	–	–	6 923	35	558	361	6 243	49	76
Nonworker in 1965, worker in 1970	–	3	–	11 456	–	1 021	992	8 372	129	52
Worker in 1965, nonworker in 1970	7	3	–	4 426	13	540	420	3 276	104	61

[1] The concept "worker" includes the employed plus members of the Armed Forces.

Table 126. Employment Characteristics of the Negro Population for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) see text. For explanation of symbols, see text]

Counties With 400 or More Negro Population	Onondaga	Ontario	Orange	Orleans	Queens	Rensselaer	Richmond	Rockland	Saratoga	Schenectady
EMPLOYMENT STATUS										
Male, 16 years old and over	5 755	460	4 080	559	74 531	974	4 376	3 856	258	996
Labor force	4 201	272	2 713	360	57 354	765	2 923	2 718	177	745
Percent of total	73.0	59.1	66.5	64.4	77.0	78.5	66.8	70.5	68.6	74.8
Civilian labor force	4 023	272	2 439	360	57 157	765	2 884	2 709	161	742
Employed	3 684	234	2 353	311	54 852	748	2 718	2 664	146	675
Unemployed	339	38	86	49	2 305	17	166	45	15	66
Percent of civilian labor force	8.4	14.0	3.5	13.6	4.0	2.2	5.8	1.7	9.3	8.9
Not in labor force	1 554	188	1 367	199	17 177	209	1 453	1 138	81	254
Inmate of institution	126	58	665	98	1 272	16	747	567	-	10
Enrolled in school	536	56	238	29	6 232	95	229	256	24	102
Other: Under 65 years	623	40	282	58	6 097	49	322	193	23	86
65 years and over	269	34	182	14	3 576	49	155	116	34	56
Female, 16 years old and over	6 819	387	4 153	553	94 940	1 059	5 134	4 514	389	1 140
Labor force	3 560	179	2 171	208	50 474	633	2 355	2 455	159	632
Percent of total	52.5	46.3	52.3	37.6	53.2	59.8	45.9	54.4	40.9	55.4
Civilian labor force	3 566	179	2 162	208	50 451	633	2 355	2 455	159	632
Employed	3 229	154	2 008	179	48 493	599	2 327	2 403	145	615
Unemployed	337	25	154	29	1 958	34	28	52	14	17
Percent of civilian labor force	9.5	14.0	7.1	13.9	3.9	5.4	1.2	2.1	8.8	2.7
Not in labor force	3 239	208	1 982	345	44 466	426	2 779	2 059	230	508
Inmate of institution	6	9	237	111	378	9	279	525	18	13
Enrolled in school	591	29	273	12	6 632	80	444	250	25	93
Other: Under 65 years	2 270	133	1 247	176	30 799	294	1 724	1 064	120	325
65 years and over	372	37	225	46	6 657	43	332	260	67	77
Male, 16 to 21 years old	1 167	61	790	126	12 296	211	1 178	555	34	187
Not enrolled in school	461	6	339	69	4 967	100	680	255	17	63
Not high school graduate	279	6	209	61	2 511	58	475	143	9	26
Unemployed or not in labor force	137	-	142	45	1 487	14	440	76	4	18
MARITAL STATUS AND PRESENCE OF OWN CHILDREN										
Women, 16 years old and over	6 819	387	4 153	553	94 940	1 059	5 134	4 514	389	1 140
With own children under 6 years	2 068	98	1 147	147	18 421	304	1 161	959	47	252
In labor force	958	44	640	62	7 853	160	520	482	19	146
With own children 6 to 17 years only	1 497	76	788	87	19 971	222	657	768	79	234
In labor force	933	51	556	56	12 281	171	459	554	40	181
Married women, husband present	2 706	196	1 869	229	45 319	521	2 098	1 749	139	513
In labor force	1 596	106	1 037	120	24 137	325	993	1 098	56	304
With own children under 6 years	1 105	75	758	117	13 658	210	848	708	38	187
In labor force	584	34	392	38	5 792	122	378	366	10	113
With own children 6 to 17 years only	789	44	568	69	14 081	148	525	510	44	137
In labor force	526	32	372	50	8 274	111	244	372	11	97
PERCENT IN LABOR FORCE										
Male: 14 and 15 years	8.7	-	2.9	-	5.6	...	10.3	6.6	...	...
16 and 17 years	21.0	...	11.3	...	16.9	...	21.2	14.2	-	...
18 and 19 years	54.8	...	65.2	...	48.1	...	35.4	40.9	...	...
20 and 21 years	62.8	-	71.7	...	65.2	...	40.9	67.8	...	...
22 to 24 years	83.4	...	97.6	...	78.5	...	74.1	77.6	-	...
25 to 34 years	90.0	...	91.1	75.9	90.5	92.3	89.0	85.4	...	90.7
35 to 44 years	87.8	63.7	85.2	87.7	92.9	100.0	89.2	89.4	...	95.4
45 to 64 years	78.5	72.4	61.2	...	89.3	90.2	81.7	70.7	...	88.8
65 years and over	24.0	...	22.6	...	27.4	43.5	19.7	21.8	...	...
Female: 14 and 15 years	12.9	-	8.2	...	3.6	14.3	-	4.0	-	...
16 and 17 years	19.9	...	18.1	-	14.3	...	5.0	20.0	-	...
18 and 19 years	44.0	...	38.1	...	45.3	...	42.0	53.2	...	...
20 and 21 years	54.8	...	36.3	...	58.2	...	48.2	59.4	-	...
22 to 24 years	62.1	...	68.6	...	64.3	...	53.8	59.4	...	...
25 to 34 years	59.2	...	63.9	61.5	58.0	65.2	48.9	65.1	...	57.0
35 to 44 years	60.4	...	67.1	...	62.1	64.9	55.0	58.5	...	74.9
45 to 64 years	57.6	...	53.6	23.6	60.0	68.0	57.5	59.7	60.5	59.1
65 years and over	16.3	-	21.8	-	13.5	...	9.0	15.3	...	24.4
WORKERS IN 1969 BY WEEKS WORKED										
Male, 16 years and over	4 796	376	2 971	449	60 881	781	3 304	2 867	213	814
50 to 52 weeks	2 542	190	1 906	236	40 253	494	2 001	1 835	130	494
27 to 49 weeks	1 409	81	672	107	14 324	185	689	763	52	289
26 weeks or less	845	105	393	106	6 304	102	614	269	31	117
Female, 16 years old and over	4 219	262	2 517	265	56 868	727	2 824	2 774	219	698
50 to 52 weeks	1 560	80	1 078	68	23 908	370	1 318	1 509	70	273
27 to 49 weeks	1 374	64	770	95	17 281	184	838	791	96	243
26 weeks or less	1 265	118	669	122	10 679	173	668	474	53	182
CLASS OF WORKER, 16 YEARS OLD AND OVER										
Male employed	3 684	234	2 353	311	54 852	748	2 718	2 664	146	676
Private wage or salary workers	3 016	182	1 698	277	37 342	598	1 717	1 806	123	473
Government workers	554	42	607	29	15 435	136	935	771	16	162
Local government workers	301	-	177	7	8 996	44	488	176	-	80
Self-employed workers	108	10	48	5	2 062	14	66	81	7	41
Unpaid family workers	6	-	-	-	13	-	-	6	-	-
Female employed	3 229	154	2 008	179	48 493	599	2 327	2 403	145	615
Private wage or salary workers	2 437	117	1 560	128	33 520	389	1 135	1 278	112	456
Government workers	763	37	476	51	14 024	205	1 152	1 069	33	157
Local government workers	357	14	172	21	9 106	99	448	200	8	63
Self-employed workers	29	-	26	-	905	6	32	36	-	12
Unpaid family workers	-	-	6	-	44	-	8	-	-	-
Male employed, in agriculture	22	18	141	52	393	4	17	21	3	4
Wage or salary workers	22	13	141	52	259	4	17	19	-	
Self-employed workers	-	5	-	-	134	-	-	2	3	4
Unpaid family workers	-	-	-	-	-	-	-	-	-	-
Female employed, in agriculture	23	6	32	26	156	-	5	6	-	-
Wage or salary workers	17	6	32	26	95	-	-	6	-	-
Self-employed workers	6	-	-	-	61	-	5	-	-	-
Unpaid family workers	-	-	-	-	-	-	-	-	-	-
LABOR MOBILITY FOR MALES[1]										
Male, 30 to 49 years old in 1970	2 316	187	1 493	197	30 919	311	1 609	1 587	95	354
Nonworker in 1965, nonworker in 1970	209	32	184	4	1 406	7	78	157	13	10
Nonworker in 1965, worker in 1970	329	4	172	13	3 933	54	162	222	12	36
Worker in 1965, nonworker in 1970	272	33	90	35	1 543	22	81	78	4	32

[1]The concept "worker" includes the employed plus members of the Armed Forces.

Table 126. Employment Characteristics of the Negro Population for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties With 400 or More Negro Population	Seneca	Steuben	Suffolk	Sullivan	Tompkins	Ulster	Washington	Wayne	Westchester	Wyoming
EMPLOYMENT STATUS										
Male, 16 years old and over	**206**	**239**	**15 321**	**1 223**	**655**	**1 870**	**709**	**738**	**24 071**	**1 046**
Labor force	33	136	10 269	643	375	924	13	537	17 626	26
Percent of total	16.0	56.9	67.0	52.6	57.3	49.4	1.8	72.8	73.2	2.5
Civilian labor force	13	136	10 186	643	375	914	13	537	17 578	26
Employed	9	135	9 672	610	347	853	10	453	16 894	26
Unemployed	4	1	514	33	28	61	3	84	684	–
Percent of civilian labor force	...	0.7	5.0	5.1	7.5	6.7	...	15.6	3.9	–
Not in labor force	173	103	5 052	580	280	946	696	201	6 445	1 020
Inmate of institution	142	–	2 209	398	16	620	689	63	1 392	993
Enrolled in school	19	16	1 027	94	133	92	–	40	1 794	21
Other: Under 65 years	6	63	1 192	69	80	134	7	85	1 903	–
65 years and over	6	24	624	19	51	100	–	13	1 353	6
Female, 16 years old and over	**93**	**287**	**17 553**	**842**	**649**	**1 272**	**30**	**665**	**33 088**	**27**
Labor force	30	133	8 008	445	348	675	24	317	19 099	10
Percent of total	...	46.3	45.6	52.9	53.6	53.1	...	47.7	57.7	...
Civilian labor force	30	133	8 008	445	348	675	24	317	19 094	10
Employed	24	114	7 633	401	348	615	9	278	18 478	6
Unemployed	6	19	375	44	–	60	15	39	616	4
Percent of civilian labor force	...	14.3	4.7	9.9	–	8.9	...	12.3	3.2	...
Not in labor force	63	154	9 545	397	301	597	6	348	13 989	17
Inmate of institution	33	–	1 791	11	11	5	–	33	497	–
Enrolled in school	–	20	1 337	39	46	106	–	27	1 776	–
Other: Under 65 years	22	90	5 470	318	189	365	3	271	9 100	17
65 years and over	8	44	947	29	55	121	3	17	2 616	–
Male, 16 to 21 years old	**20**	**28**	**2 426**	**332**	**166**	**315**	**438**	**120**	**3 583**	**59**
Not enrolled in school	6	9	981	159	45	216	438	43	1 523	43
Not high school graduate	6	6	511	107	30	171	421	31	738	21
Unemployed or not in labor force	–	–	320	86	30	127	421	17	361	21
MARITAL STATUS AND PRESENCE OF OWN CHILDREN										
Women, 16 years old and over	**93**	**287**	**17 553**	**842**	**649**	**1 272**	**30**	**665**	**33 088**	**27**
With own children under 6 years	7	56	3 936	294	190	290	2	158	5 980	10
In labor force	–	30	1 624	144	113	149	2	66	2 679	4
With own children 6 to 17 years only	14	32	3 404	157	39	244	15	126	5 599	5
In labor force	14	16	2 122	96	32	148	15	69	3 453	–
Married women, husband present	**33**	**100**	**7 746**	**408**	**305**	**627**	**3**	**349**	**13 569**	**21**
In labor force	24	45	4 207	228	158	355	–	183	7 480	10
With own children under 6 years	–	41	2 770	172	147	187	–	122	4 130	4
In labor force	–	19	1 192	89	84	76	–	58	1 822	4
With own children 6 to 17 years only	14	20	2 465	119	28	183	–	97	3 489	5
In labor force	14	7	1 567	77	21	103	–	51	2 131	–
PERCENT IN LABOR FORCE										
Male: 14 and 15 years	–	–	7.5	–	...	8.8	–	–	9.6	–
16 and 17 years	–	...	27.9	...	...	...	–	...	17.3	–
18 and 19 years	–	...	53.2	12.0	...	...	–	...	41.5	–
20 and 21 years	...	–	68.3	19.5	...	43.9	–	...	66.5	–
22 to 24 years	...	...	80.2	...	...	15.8	–	...	69.9	7.5
25 to 34 years	...	...	83.8	53.2	67.5	48.0	...	71.4	83.6	1.1
35 to 44 years	...	...	81.9	79.3	...	65.0	–	84.7	89.2	3.3
45 to 64 years	3.8	...	68.9	80.6	71.0	74.3	–	77.3	85.3	3.1
65 years and over	–	–	21.9	...	...	23.5	...	...	34.8	–
Female: 14 and 15 years	–	–	8.8	...	...	14.9	–	...	9.0	–
16 and 17 years	–	–	21.4	...	–	...	–	–	19.6	–
18 and 19 years	–	...	31.0	...	...	...	–	...	49.9	–
20 and 21 years	...	...	53.3	...	...	...	–	...	57.4	–
22 to 24 years	–	...	51.6	...	...	68.0	...	...	63.6	–
25 to 34 years	...	...	53.5	55.3	70.6	52.6	–	43.8	61.3	...
35 to 44 years	...	...	57.6	71.8	...	73.7	...	49.4	68.1	–
45 to 64 years	–	...	48.1	56.4	54.0	59.5	–	60.9	66.6	–
65 years and over	–	...	11.7	...	...	23.2	...	...	23.6	...
WORKERS IN 1969 BY WEEKS WORKED										
Male, 16 years old and over	**34**	**155**	**10 996**	**1 012**	**507**	**1 233**	**13**	**585**	**19 293**	**226**
50 to 52 weeks	23	69	6 382	396	244	687	10	307	11 908	19
27 to 49 weeks	–	25	3 069	290	146	294	3	147	4 783	62
26 weeks or less	11	61	1 545	326	117	252	–	131	2 602	145
Female, 16 years old and over	**44**	**157**	**9 410**	**595**	**413**	**816**	**24**	**467**	**21 107**	**21**
50 to 52 weeks	11	75	4 199	228	176	303	15	131	10 069	–
27 to 49 weeks	–	42	2 887	151	161	211	–	131	6 936	16
26 weeks or less	33	40	2 324	216	76	302	9	205	4 102	5
CLASS OF WORKER, 16 YEARS OLD AND OVER										
Male employed	**9**	**135**	**9 672**	**610**	**347**	**853**	**10**	**453**	**16 894**	**26**
Private wage or salary workers	9	132	6 702	535	241	717	10	411	12 979	21
Government workers	–	3	2 455	61	86	119	–	23	3 311	–
Local government workers	–	3	906	29	28	38	–	18	1 943	–
Self-employed workers	–	–	508	14	11	17	–	19	592	5
Unpaid family workers	–	–	7	–	9	–	–	–	12	–
Female employed	**24**	**114**	**7 633**	**401**	**348**	**615**	**9**	**278**	**18 478**	**6**
Private wage or salary workers	9	94	4 769	346	263	456	9	195	14 734	6
Government workers	15	20	2 702	40	81	159	–	73	3 375	–
Local government workers	4	1	840	24	27	72	–	23	2 135	–
Self-employed workers	–	–	130	8	4	–	–	10	341	–
Unpaid family workers	–	–	32	7	–	–	–	–	28	–
Male employed, in agriculture	**4**	**29**	**536**	**23**	**11**	**76**	–	**168**	**174**	**14**
Wage or salary workers	4	29	446	21	11	76	–	162	124	9
Self-employed workers	–	–	83	2	–	–	–	6	50	5
Unpaid family workers	–	–	7	–	–	–	–	–	–	–
Female employed, in agriculture	**5**	**15**	**95**	–	–	**8**	–	**19**	**45**	–
Wage or salary workers	5	15	81	–	–	8	–	19	45	–
Self-employed workers	–	–	8	–	–	–	–	–	–	–
Unpaid family workers	–	–	6	–	–	–	–	–	–	–
LABOR MOBILITY FOR MALES[1]										
Male, 30 to 49 years old in 1970	**59**	**108**	**6 204**	**476**	**178**	**645**	**52**	**331**	**9 338**	**546**
Nonworker in 1965, worker in 1970	45	11	1 018	62	20	155	40	56	945	431
Nonworker in 1965, worker in 1970	–	22	446	61	3	31	–	17	1 604	–
Worker in 1965, nonworker in 1970	4	6	204	65	37	89	4	49	437	97

[1] The concept "worker" includes employed plus members of the Armed Forces.

(Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text)

Counties With 400 or More Persons of Puerto Rican Birth or Parentage

	Bronx	Chautauqua	Clinton	Dutchess	Erie	Kings	Monroe	Nassau	New York	Oneida	Onondaga
PLACE OF BIRTH											
Total population	316 772	1 141	718	1 594	5 167	271 769	5 792	7 224	185 323	607	906
Foreign born	–	–	–	–	–	–	–	–	–	–	–
Native	316 772	1 141	718	1 594	5 167	271 769	5 792	7 224	185 323	607	906
Born in State of residence	125 435	526	72	524	2 227	109 646	1 876	3 604	71 062	226	350
Born in different State	1 378	59	8	16	140	1 620	126	70	1 057	–	8
Northeast	447	–	8	8	41	742	77	39	416	–	–
North Central	369	19	–	8	66	300	8	6	240	–	–
South	366	40	–	–	33	443	36	18	287	–	8
West	196	–	–	–	–	135	5	7	114	–	–
Born abroad, at sea, etc.	187 833	520	638	1 054	2 726	157 994	3 718	3 468	111 817	365	543
State of birth not reported	2 126	36	–	–	74	2 509	72	82	1 397	16	–
RESIDENCE IN 1965											
Total population, 5 years old and over	274 235	845	682	1 519	4 352	231 801	4 871	6 415	165 372	468	700
Same house	117 760	207	91	529	957	93 601	796	2 570	91 896	73	29
Different house in United States	117 481	509	413	589	2 657	105 000	2 584	3 096	54 213	262	388
Same county	80 737	398	18	185	2 408	69 217	2 202	1 259	36 679	138	219
Different county	36 744	111	395	404	249	15 783	382	1 837	17 534	124	169
Same State	34 478	53	370	381	154	14 019	267	1 770	16 222	108	116
Different State	2 266	58	25	23	95	1 764	115	67	1 312	16	53
Northeast	1 110	–	13	–	34	913	87	5	575	7	13
North Central	460	–	–	23	46	372	14	–	272	–	25
South	433	58	–	–	15	358	14	55	253	–	15
West	263	–	12	–	–	121	–	7	212	9	–
Abroad	21 377	59	112	111	295	19 235	1 041	418	11 115	82	254
Moved, 1965 residence not reported	17 417	70	66	290	443	13 965	450	331	9 148	51	29
SCHOOL ENROLLMENT											
Total enrolled, 3 to 34 years old	94 715	362	70	383	2 013	87 706	2 010	2 392	57 204	179	299
Nursery school	698	–	–	10	58	761	43	65	1 149	–	10
Public	560	–	–	10	50	631	8	30	911	–	–
Kindergarten	6 079	23	7	14	129	5 295	147	159	3 271	28	33
Public	5 690	14	7	14	118	5 079	110	153	3 093	28	28
Elementary (1 to 8 years)	64 133	295	43	245	1 419	61 418	1 485	1 509	36 356	130	184
Public	58 592	270	43	224	1 119	55 708	1 090	1 395	30 913	130	140
High school (1 to 4 years)	20 807	38	–	101	297	18 293	316	532	13 969	14	16
Public	19 361	38	–	70	262	17 141	298	504	12 363	9	16
College	2 998	6	–	13	106	1 939	19	127	2 459	7	56
Percent enrolled, 3 to 34 years old	44.9	46.8	13.[illegible]	34.2	55.4	46.8	50.0	54.2	49.5	39.2	47.1
3 and 4 years old	10.1	–	–	...	24.3	9.2	13.9	23.3	17.1	–	...
5 and 6 years old	71.5	...	...	...	61.0	69.3	73.3	86.2	77.1	...	...
7 to 13 years old	94.7	99.9	...	79.8	93.5	93.9	94.8	98.8	95.6	86.5	94.0
14 and 15 years old	90.4	...	–	...	85.2	90.9	84.7	95.4	93.4	...	...
16 and 17 years old	76.2	...	–	...	75.1	75.2	57.0	82.8	81.2	...	...
18 and 19 years old	39.2	...	...	...	32.3	37.9	47.3	64.1	46.3	...	–
20 and 21 years old	8.1	...	...	...	25.5	7.6	4.2	9.8	13.2	...	...
22 to 24 years old	4.3	–	–	3.7	6.0	2.7	–	5.4	6.7	–	...
25 to 34 years old	1.9	–	–	10.0	4.9	1.8	–	3.9	2.7	–	27.1
YEARS OF SCHOOL COMPLETED											
Male, 25 years old and over	59 808	199	453	464	908	47 235	1 084	1 558	40 305	95	140
No school years completed	1 866	19	12	46	63	2 452	60	51	1 896	10	18
Elementary: 1 to 4 years	7 803	38	34	41	205	6 651	164	132	5 694	–	17
5 to 7 years	12 428	43	124	76	255	10 150	285	125	8 552	33	14
8 years	8 017	43	83	96	90	6 976	179	220	5 993	13	9
High school: 1 to 3 years	16 210	5	169	131	145	11 906	180	452	9 627	5	26
4 years	11 185	32	26	44	101	7 567	173	415	6 867	27	16
College: 1 to 3 years	1 705	–	5	7	15	1 103	6	110	1 073	7	6
4 years or more	594	19	–	23	34	430	37	53	603	–	24
Median school years completed	9.0	7.9	8.7	8.7	7.0	8.6	8.2	10.7	8.7	...	10.4
Percent high school graduates	22.5	25.6	6.8	15.9	16.5	19.3	19.9	37.1	21.2	...	40.0
Female, 25 years old and over	74 362	143	22	297	823	57 332	920	1 810	47 460	85	114
No school years completed	4 607	7	–	85	77	4 969	52	86	3 592	15	7
Elementary: 1 to 4 years	11 845	33	–	57	187	9 926	174	76	8 469	12	17
5 to 7 years	17 493	67	–	37	105	14 309	254	194	10 655	11	15
8 years	9 415	10	9	21	100	7 336	74	172	6 426	19	12
High school: 1 to 3 years	16 718	11	7	35	142	12 119	211	391	9 839	7	6
4 years	12 203	15	6	29	156	7 559	86	700	6 791	6	25
College: 1 to 3 years	1 566	–	–	5	32	662	42	122	1 099	7	25
4 years or more	515	–	–	28	24	252	27	69	559	8	7
Median school years completed	8.3	6.9	...	5.4	8.4	7.9	7.5	11.9	8.2	...	12.0
Percent high school graduates	19.2	10.5	...	20.9	25.8	15.1	16.8	49.2	17.9	...	50.0
FAMILIES											
Families	80 706	204	19	147	1 087	65 278	1 172	1 643	45 886	134	213
With own children under 3 years	22 859	93	5	44	377	19 850	392	397	10 039	50	110
With own children under 6 years	35 515	121	5	79	544	30 627	586	643	16 666	81	151
With own children under 12 years	51 814	149	13	96	799	43 885	856	1 053	25 976	94	159
With own children under 18 years	60 410	163	13	104	866	51 102	950	1 288	32 569	107	160
With sons/daughters under 25 years	65 240	175	13	104	921	54 201	906	1 351	35 554	107	180
With sons/daughters 13 to 19 years	23 052	77	8	42	336	19 868	367	615	15 265	20	57
With sons/daughters 18 to 24 years	11 526	31	–	19	154	9 089	151	261	7 463	7	–
Subfamilies	2 301	16	–	6	9	1 422	53	61	1 346	–	–
Number of own children under 18 years	2 319	7	–	12	22	1 579	71	65	1 506	–	–
Husband-wife subfamilies	908	9	–	6	4	570	28	30	496	–	–
Number of own children under 18 years	474	–	–	12	8	318	38	26	330	–	–
Subfamilies with female head	1 274	7	–	–	5	790	12	25	768	–	–
Number of own children under 18 years	1 686	7	–	–	14	1 187	12	33	1 086	–	–
Persons under 18 years old	140 415	659	85	512	2 849	132 824	3 071	3 025	74 775	314	474
Living with both parents	82 332	564	86	295	1 992	80 570	2 522	2 350	46 225	277	350
Percent of total	58.6	85.6	...	55.7	69.9	60.7	82.1	77.4	61.8	88.2	73.8
CHILDREN EVER BORN											
Women, 35 to 44 yr. old, ever married	19 719	24	–	38	254	15 700	253	592	12 433	13	32
Children ever born	64 459	130	–	221	1 229	56 058	1 245	1 852	40 756	59	144
Per 1,000 women ever married	3 271	...	–	...	4 839	3 698	4 921	3 126	3 238	...	...

Table 130. Social Characteristics of Persons of Puerto Rican Birth or Parentage for Counties: 1970—Continued

(Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text)

Counties With 400 or More Persons of Puerto Rican Birth or Parentage	Ontario	Orange	Queens	Richmond	Rockland	Suffolk	Sullivan	Ulster	Wayne	Westchester
PLACE OF BIRTH										
Total population	528	2 970	33 141	4 838	3 814	17 179	830	1 739	564	5 715
Foreign born	–	–	–	–	–	–	–	–	–	–
Native	528	2 970	33 141	4 838	3 814	17 179	830	1 739	564	5 715
Born in State of residence	158	1 018	14 375	2 611	1 710	8 677	241	593	250	2 198
Born in different State	–	79	207	130	38	271	12	37	12	83
Northeast	–	26	74	45	17	82	5	7	12	54
North Central	–	–	19	18	15	45	–	–	–	–
South	–	53	83	18	6	117	7	20	–	23
West	–	–	31	49	–	27	–	10	–	6
Born abroad, at sea, etc.	370	1 844	18 277	2 059	2 025	8 018	577	1 040	293	3 151
State of birth not reported	–	29	282	38	41	213	–	69	9	283
RESIDENCE IN 1965										
Total population, 5 years old and over	433	2 521	29 958	4 261	3 325	15 207	743	1 542	466	4 886
Same house	208	661	12 236	1 570	1 091	6 130	57	398	131	1 551
Different house in United States	107	1 414	14 812	2 227	1 621	7 098	543	880	256	2 307
Same county	100	788	4 879	572	699	2 957	287	439	232	1 287
Different county	7	626	9 933	1 655	922	4 141	256	441	24	1 020
Same State	7	556	9 701	1 630	867	3 864	251	387	9	981
Different State	–	70	232	25	55	277	5	54	15	39
Northeast	–	16	29	22	42	135	–	26	15	12
North Central	–	14	70	–	–	85	–	–	–	9
South	–	36	88	3	–	24	–	7	–	18
West	–	4	45	–	13	33	5	21	–	–
Abroad	111	259	1 201	183	410	1 261	111	124	64	404
Moved, 1965 residence not reported	7	187	1 709	281	203	698	32	140	15	594
SCHOOL ENROLLMENT										
Total enrolled, 3 to 34 years old	185	810	9 003	1 741	1 197	6 144	155	500	199	1 854
Nursery school	8	7	114	45	8	61	–	7	–	35
Public	8	7	99	45	8	30	–	–	–	28
Kindergarten	8	29	552	96	76	495	18	37	17	165
Public	8	29	496	90	76	495	18	37	7	128
Elementary (1 to 8 years)	121	533	5 546	964	832	4 122	117	371	182	1 185
Public	121	426	4 194	671	686	4 045	117	343	128	983
High school (1 to 4 years)	48	220	2 160	526	249	1 254	20	49	–	356
Public	48	220	1 868	480	248	1 223	20	49	–	289
College	–	21	611	110	33	212	–	36	–	113
Percent enrolled, 3 to 34 years old	54.4	43.5	44.4	51.2	45.8	54.1	23.9	45.0	51.7	49.3
3 and 4 years old	...	4.4	9.7	16.4	6.0	7.9	–	–	–	7.1
5 and 6 years old	...	...	79.3	62.8	84.2	85.1	...	68.1	...	77.6
7 to 13 years old	...	93.6	96.6	86.1	83.3	97.4	...	94.8	94.5	95.1
14 and 15 years old	...	75.7	96.4	97.7	70.0	95.8	–	...	...	99.9
16 and 17 years old	...	62.9	83.0	78.4	89.6	88.5	–	...	...	79.0
18 and 19 years old	...	...	51.4	59.5	59.6	52.4	...	...	–	47.5
20 and 21 years old	–	...	12.8	15.5	4.1	8.7	...	...	–	10.4
22 to 24 years old	–	–	4.0	8.0	2.9	2.9	–	...	–	8.8
25 to 34 years old	–	3.7	3.4	2.7	1.8	3.4	–	2.5	–	2.4
YEARS OF SCHOOL COMPLETED										
Male, 25 years old and over	127	725	7 416	666	694	3 481	272	535	127	1 180
No school years completed	14	74	93	29	38	84	17	15	–	24
Elementary: 1 to 4 years	29	60	408	67	66	244	24	65	9	108
5 to 7 years	29	166	1 183	89	129	641	52	177	49	316
8 years	26	122	1 117	55	78	358	33	28	20	139
High school: 1 to 3 years	15	182	1 896	206	153	887	68	119	13	249
4 years	7	81	1 668	169	101	773	23	79	36	195
College: 1 to 3 years	–	40	566	32	80	352	8	30	–	71
4 years or more	7	–	285	19	49	142	–	22	–	78
Median school years completed	6.4	8.5	10.4	10.4	9.7	10.4	8.5	8.4	8.3	9.0
Percent high school graduates	11.0	16.7	36.7	33.0	33.1	36.4	11.4	24.5	28.3	29.2
Female, 25 years old and over	43	552	9 484	1 060	809	3 979	78	292	64	1 225
No school years completed	7	47	212	74	68	208	5	10	–	107
Elementary: 1 to 4 years	24	65	779	61	72	361	17	22	18	129
5 to 7 years	3	131	1 417	140	118	521	28	52	9	206
8 years	9	30	1 438	109	88	403	12	35	7	125
High school: 1 to 3 years	–	128	2 172	228	189	967	9	71	13	208
4 years	–	126	2 805	312	210	1 214	7	55	17	342
College: 1 to 3 years	–	25	445	54	53	200	–	24	–	61
4 years or more	–	–	216	22	12	105	–	23	–	47
Median school years completed	...	9.1	10.2	10.9	9.9	10.5	...	10.1	...	9.7
Percent high school graduates	–	27.4	36.5	42.3	34.0	38.2	...	34.9	...	36.7
FAMILIES										
Families	99	672	8 011	795	695	3 567	165	364	112	1 287
With own children under 3 years	34	237	1 556	222	252	887	39	101	48	386
With own children under 6 years	48	298	2 616	311	350	1 499	73	155	83	578
With own children under 12 years	64	453	4 010	479	466	2 318	94	209	99	816
With own children under 18 years	79	532	4 929	566	558	2 762	94	257	106	906
With sons/daughters under 25 years	86	539	5 636	607	568	2 967	104	275	106	941
With sons/daughters 13 to 19 years	44	205	2 116	277	71	1 230	14	89	38	290
With sons/daughters 18 to 24 years	15	90	1 476	125	91	598	16	49	–	130
Subfamilies	9	14	271	–	18	220	–	–	–	32
Number of own children under 18 years	9	14	275	–	32	359	–	–	–	71
Husband-wife subfamilies	–	7	114	–	6	141	–	–	–	10
Number of own children under 18 years	–	–	93	–	6	256	–	–	–	12
Subfamilies with female head	9	7	148	–	12	66	–	–	–	22
Number of own children under 18 years	9	14	173	–	26	90	–	–	–	59
Persons under 18 years old	300	1 368	11 666	2 341	1 824	7 991	238	703	319	2 674
Living with both parents	217	862	9 244	1 117	1 008	6 759	178	546	302	1 806
Percent of total	72.3	63.0	79.2	47.7	55.3	84.6	74.8	77.7	94.7	67.5
CHILDREN EVER BORN										
Women, 35 to 44 yr. old, ever married	30	132	2 342	280	183	1 221	12	67	17	368
Children ever born	243	458	6 703	815	547	4 412	12	273	84	1 187
Per 1,000 women ever married	...	3 470	2 862	2 911	2 989	3 613	...	...	...	3 226

Counties With 400 or More Persons of Puerto Rican Birth or Parentage

(Data based on sample; see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text)

	Bronx	Chautauqua	Clinton	Dutchess	Erie	Kings	Monroe	Nassau	New York	Oneida	Onondaga
EMPLOYMENT STATUS											
Male, 16 years old and over	84 582	262	585	736	1 280	67 606	1 567	1 985	55 138	167	254
Labor force	60 241	223	60	140	966	49 515	1 283	1 693	38 774	146	192
Percent of total	71.2	85.1	10.3	19.0	75.5	71.8	81.9	85.3	70.3	87.4	75.6
Civilian labor force	60 050	223	-	140	966	48 298	1 283	1 685	38 529	109	176
Employed	56 756	202	-	135	862	45 002	1 222	1 657	35 716	73	168
Unemployed	3 294	21	-	5	104	3 296	61	28	2 813	36	8
Percent of civilian labor force	5.5	9.4	-	3.6	10.8	6.8	4.8	1.7	7.3	33.0	4.5
Not in labor force	24 341	39	525	596	314	19 091	284	292	16 364	21	62
Inmate of institution	1 597	-	525	532	14	236	13	-	508	-	-
Enrolled in school	6 694	5	-	35	121	5 625	105	167	4 641	7	40
Others: Under 65 years	13 733	34	-	21	166	11 504	130	78	8 637	14	22
65 years and over	2 317	-	-	8	13	1 726	36	47	2 378	-	-
Female, 16 years old and over	104 302	247	47	443	1 231	82 636	1 389	2 443	63 794	133	209
Labor force	28 071	90	7	179	414	21 548	642	1 084	18 685	44	79
Percent of total	26.9	36.4	...	40.4	33.6	26.1	46.2	44.4	29.3	33.1	37.8
Civilian labor force	28 066	90	7	179	414	21 541	642	1 084	18 679	44	79
Employed	25 874	71	7	171	356	19 813	593	1 016	17 097	40	79
Unemployed	2 192	19	-	8	58	1 728	49	68	1 582	4	-
Percent of civilian labor force	7.8	...	-	4.5	14.0	8.0	7.6	6.3	8.5	...	-
Not in labor force	76 231	157	40	264	817	61 088	747	1 359	45 109	89	130
Inmate of institution	84	-	-	134	-	61	7	7	77	7	-
Enrolled in school	6 605	31	6	15	115	5 743	67	96	4 525	16	7
Others: Under 65 years	65 129	126	34	107	655	52 360	634	1 139	36 578	66	123
65 years and over	4 413	-	-	8	47	2 924	39	117	3 929	-	-
Male, 16 to 21 years old	16 432	32	54	160	283	13 948	365	324	10 463	53	75
Not enrolled in school	8 759	25	47	105	148	7 354	199	130	4 719	46	45
Not high school graduate	6 679	14	27	97	116	5 731	150	65	3 409	25	35
Unemployed or not in labor force	3 733	-	20	82	60	2 768	59	-	1 763	7	-
MARITAL STATUS AND PRESENCE OF OWN CHILDREN											
Women, 16 years old and over	104 302	247	47	443	1 231	82 636	1 389	2 443	63 794	133	209
With own children under 6 years	35 537	124	21	83	469	30 257	613	733	16 673	56	108
In labor force	4 907	37	-	34	149	4 371	262	172	2 463	20	37
With own children 6 to 17 years only	24 201	30	7	24	273	19 871	319	682	15 660	31	30
In labor force	6 176	6	-	13	60	5 089	120	292	4 560	7	-
Married women, husband present	53 048	188	34	136	654	43 176	984	1 584	30 645	73	124
In labor force	13 131	65	-	58	199	10 624	452	602	7 771	25	26
With own children under 6 years	23 465	117	21	72	335	20 360	552	626	11 315	43	87
In labor force	3 479	30	-	23	116	3 225	243	139	1 672	12	16
With own children 6 to 17 years only	15 109	28	7	16	189	12 905	270	592	10 366	18	30
In labor force	3 933	6	-	5	41	3 584	108	236	2 968	7	-
PERCENT IN LABOR FORCE											
Male: 14 and 15 years	3.9	-	-	-	12.3	5.1	-	16.2	8.5	-	-
16 and 17 years	14.1	...	-	...	...	15.3	43.6	19.8	21.0	-	-
18 and 19 years	43.3	...	...	...	48.6	45.6	46.6	...	41.2	...	-
20 and 21 years	62.7	...	...	...	...	70.8	82.8	93.3	64.6	...	...
22 to 24 years	77.6	...	...	18.8	...	82.6	84.7	100.0	77.1	...	...
25 to 34 years	85.0	...	4.1	20.3	83.5	86.2	95.3	97.3	85.5	...	...
35 to 44 years	85.3	...	9.1	23.0	93.8	85.2	92.8	96.3	86.2	...	...
45 to 64 years	75.9	...	-	...	66.5	71.8	86.4	90.5	75.5	...	...
65 years and over	19.0	-	-	-	-	18.1	...	...	16.1	...	...
Female: 14 and 15 years	4.2	-	-	-	-	4.0	15.7	-	5.2	-	-
16 and 17 years	12.9	...	-	-	...	12.2	27.6	48.7	15.8	-	...
18 and 19 years	32.8	...	-	...	...	33.5	64.0	...	33.6	...	...
20 and 21 years	33.5	...	...	-	52.6	37.6	...	59.2	39.0	-	...
22 to 24 years	32.3	-	-	...	44.1	30.3	52.8	56.3	36.6	...	...
25 to 34 years	22.6	...	-	...	42.4	23.1	42.7	39.6	27.1	...	...
35 to 44 years	30.9	...	-	...	20.7	29.9	59.3	35.3	32.1	...	...
45 to 64 years	31.6	...	-	33.3	15.7	26.6	31.9	53.4	33.2	...	...
65 years and over	7.8	-	-	...	-	6.7	...	10.7	7.1	-	...
WORKERS IN 1969 BY WEEKS WORKED											
Male, 16 years old and over	62 844	226	177	224	1 019	49 226	1 271	1 738	40 503	157	227
50 to 52 weeks	40 813	172	33	112	574	31 765	897	1 345	24 596	71	55
27 to 49 weeks	16 426	28	32	41	309	12 871	223	239	11 242	58	69
26 weeks or less	5 605	26	112	81	136	4 617	151	154	4 665	28	63
Female, 16 years old and over	32 631	116	18	157	486	24 406	734	1 230	21 [illegible]	65	92
50 to 52 weeks	15 394	14	-	107	193	10 615	279	576	9 [illegible]	19	19
27 to 49 weeks	10 467	26	13	20	157	8 147	289	379	6 851	24	54
26 weeks or less	6 770	76	5	30	136	5 644	166	275	4 533	22	19
CLASS OF WORKER, 16 YEARS OLD AND OVER											
Male employed	56 756	202	-	135	862	45 002	1 222	1 657	35 716	73	168
Private wage or salary workers	48 295	182	-	110	774	39 863	1 038	1 306	30 303	66	140
Government workers	6 795	20	-	19	68	4 682	142	282	4 172	7	19
Local government workers	3 639	13	-	9	27	2 487	115	212	2 517	-	7
Self-employed workers	1 650	-	-	6	13	1 417	42	69	1 018	-	9
Unpaid family workers	16	-	-	-	7	40	-	-	23	-	-
Female employed	25 874	71	7	171	356	19 813	593	1 016	17 097	40	79
Private wage or salary workers	21 797	58	-	160	304	17 163	476	663	14 393	40	73
Government workers	3 776	13	7	-	52	2 246	111	130	2 416	-	6
Local government workers	2 303	13	-	-	28	1 300	86	94	1 727	-	6
Self-employed workers	243	-	-	11	-	289	6	23	246	-	-
Unpaid family workers	58	-	-	-	-	115	-	-	42	-	-
Male employed in agriculture	166	28	-	8	22	153	19	49	75	-	7
Wage or salary workers	145	28	-	8	22	136	19	42	75	-	7
Self-employed workers	21	-	-	-	-	17	-	7	-	-	-
Unpaid family workers	-	-	-	-	-	-	-	-	-	-	-
Female employed in agriculture	16	7	-	-	-	31	-	-	8	-	-
Wage or salary workers	16	7	-	-	-	6	-	-	8	-	-
Self-employed workers	-	-	-	-	-	19	-	-	-	-	-
Unpaid family workers	-	-	-	-	-	6	-	-	-	-	-
LABOR MOBILITY FOR MALES[1]											
Male, 30 to 49 years old in 1970	34 337	103	277	222	638	27 [illegible]	678	991	22 319	39	114
Nonworker in 1965, nonworker in 1970	3 511	9	210	129	47	3 [illegible]	22	34	2 194	-	7
Nonworker in 1965, worker in 1970	3 897	-	-	14	53	3 [illegible]	57	56	1 986	-	7
Worker in 1965, nonworker in 1970	2 567	14	53	43	71	2 [illegible]	23	55	2 130	30	34

[1]The concept "worker" includes the employed plus members of the Armed Forces.

Table 131. Employment Characteristics of Persons of Puerto Rican Birth or Parentage for Counties: 1970—Continued

[Data based on sample, see text. For minimum base for derived figures (percent, median, etc.) and meaning of symbols, see text]

Counties With 400 or More Persons of Puerto Rican Birth or Parentage	Ontario	Orange	Queens	Richmond	Rockland	Suffolk	Sullivan	Ulster	Wayne	Westchester
EMPLOYMENT STATUS										
Male, 16 years old and over	148	1 003	9 978	3 246	1 010	4 699	504	671	152	1 549
Labor force	141	818	8 000	762	804	3 977	306	422	145	1 262
Percent of total	95.3	81.6	80.2	61.2	79.6	84.6	60.7	62.9	95.4	81.5
Civilian labor force	141	757	7 959	748	804	3 955	306	416	145	1 262
Employed	141	717	7 691	741	770	3 877	301	409	127	1 195
Unemployed	–	40	268	7	34	78	5	7	18	67
Percent of civilian labor force	–	5.3	3.4	0.9	4.2	2.0	1.6	1.7	12.4	5.3
Not in labor force	7	185	1 978	484	206	722	198	249	7	287
Inmate of institution	–	79	265	296	148	21	192	191	–	63
Enrolled in school	–	36	758	100	37	333	–	19	–	108
Other: Under 65 years	–	33	630	70	21	240	–	25	–	95
65 years and over	7	37	322	18	–	128	6	14	7	21
Female, 16 years old and over	112	758	12 569	1 547	1 115	5 161	104	405	116	1 673
Labor force	51	264	5 390	545	397	2 144	55	237	31	664
Percent of total	45.5	34.8	42.9	35.2	35.6	41.5	52.9	58.5	26.7	39.7
Civilian labor force	51	264	5 390	545	397	2 144	55	237	31	664
Employed	38	244	5 088	525	376	2 063	55	179	17	612
Unemployed	13	20	302	20	21	81	–	58	14	52
Percent of civilian labor force	...	7.6	5.6	3.7	5.3	3.8	–	24.5	...	7.8
Not in labor force	61	494	7 179	1 002	718	3 017	49	168	85	1 009
Inmate of institution	–	39	58	140	199	20	–	7	–	25
Enrolled in school	18	76	713	88	74	361	–	27	23	81
Other: Under 65 years	43	371	5 831	671	423	2 423	44	103	62	834
65 years and over	–	8	577	103	22	213	5	31	–	67
Male, 16 to 21 years old	14	159	1 687	428	170	863	135	62	25	259
Not enrolled in school	14	132	748	166	65	360	96	20	25	135
Not high school graduate	14	124	441	119	34	254	74	7	25	112
Unemployed or not in labor force	–	69	192	108	–	36	28	7	5	55
MARITAL STATUS AND PRESENCE OF OWN CHILDREN										
Women, 16 years old and over	112	758	12 569	1 547	1 115	5 161	104	405	116	1 673
With own children under 6 years	55	235	3 363	411	367	1 588	32	133	45	512
In labor force	37	60	730	93	148	392	16	83	7	73
With own children 6 to 17 years only	33	171	2 645	348	225	1 503	16	54	25	348
In labor force	14	106	1 144	170	128	765	11	45	16	134
Married women, husband present	78	436	7 732	840	606	3 542	53	308	76	951
In labor force	35	178	2 764	313	299	1 455	39	190	23	314
With own children under 6 years	39	187	2 943	330	299	1 467	25	133	45	419
In labor force	21	48	569	70	130	341	16	83	7	66
With own children 6 to 17 years only	33	133	2 072	294	196	1 324	16	51	25	283
In labor force	14	80	800	145	120	702	11	45	16	108
PERCENT IN LABOR FORCE										
Male: 14 and 15 years	...	2.8	1.8	3.9	19.6	2.0	...	–	–	8.0
16 and 17 years	...	...	20.1	19.3	...	34.3	...	...	–	26.3
18 and 19 years	–	...	43.5	11.4	...	61.3	...	...	–	..
20 and 21 years	...	...	68.1	31.3	...	81.6	...	...	...	..
22 to 24 years	...	...	86.3	61.2	88.4	94.1	...	...	–	85.5
25 to 34 years	...	100.0	91.5	89.0	77.9	95.9	62.2	51.4	...	93.9
35 to 44 years	...	96.6	94.5	96.3	88.2	94.7	...	87.3	...	89.4
45 to 64 years	...	92.3	89.7	84.8	80.0	92.0	...	75.8	...	86.2
65 years and over	...	...	28.9	...	...	8.1	–	...	–	...
Female: 14 and 15 years	–	...	2.9	–	23.3	6.4	–	–	–	–
16 and 17 years	–	–	18.9	3.3	...	19.7	–	...	–	...
18 and 19 years	...	...	40.6	45.1	...	45.7	–	–	...	50.0
20 and 21 years	–	...	60.0	...	...	65.9	–	...	–	...
22 to 24 years	...	...	56.4	43.3	...	54.9	...	...	–	19.7
25 to 34 years	...	36.9	38.8	33.2	39.2	29.7	...	79.5	...	31.4
35 to 44 years	...	49.7	45.3	51.0	41.3	53.9	...	...	–	49.1
45 to 64 years	–	27.3	47.2	34.2	25.8	46.7	...	...	...	43.5
65 years and over	–	...	11.9	5.5	–	11.2	–	–	–	...
WORKERS IN 1969 BY WEEKS WORKED										
Male, 16 years old and over	141	852	8 276	925	801	4 059	439	502	145	1 315
50 to 52 weeks	116	505	5 710	568	545	2 836	184	311	111	840
27 to 49 weeks	18	260	1 860	160	176	826	116	108	34	378
26 weeks or less	7	87	706	197	80	397	139	83	–	97
Female, 16 years old and over	64	354	6 177	653	479	2 473	78	280	52	762
50 to 52 weeks	19	105	3 116	292	132	1 179	34	90	16	322
27 to 49 weeks	–	89	1 942	153	185	654	32	95	14	243
26 weeks or less	45	160	1 119	208	162	640	12	95	22	197
CLASS OF WORKER, 16 YEARS OLD AND OVER										
Male employed	141	717	7 691	741	770	3 877	301	409	127	1 195
Private wage or salary workers	112	639	6 284	534	643	2 939	297	360	127	1 025
Government workers	22	71	1 135	192	104	802	–	34	–	98
Local government workers	–	42	689	103	39	342	–	13	–	52
Self-employed workers	7	7	272	8	23	136	4	15	–	69
Unpaid family workers	–	–	–	–	–	–	–	–	–	–
Female employed	38	244	5 088	525	376	2 063	55	179	17	612
Private wage or salary workers	31	216	4 384	422	314	1 740	55	133	17	515
Government workers	7	14	607	81	59	274	–	41	–	89
Local government workers	–	7	430	26	29	199	–	14	–	61
Self-employed workers	–	14	71	22	3	36	–	5	–	8
Unpaid family workers	–	–	26	–	–	13	–	–	–	–
Male employed, in agriculture	–	40	49	–	24	155	28	17	9	75
Wage or salary workers	–	40	37	–	24	139	28	17	9	67
Self-employed workers	–	–	12	–	–	16	–	–	–	8
Unpaid family workers	–	–	–	–	–	–	–	–	–	–
Female employed, in agriculture	–	8	11	5	7	7	5	6	–	–
Wage or salary workers	–	8	11	5	7	7	5	6	–	–
Self-employed workers	–	–	–	–	–	–	–	–	–	–
Unpaid family workers	–	–	–	–	–	–	–	–	–	–
LABOR MOBILITY FOR MALES[1]										
Male, 30 to 49 years old in 1970	71	412	3 888	366	409	2 135	123	310	84	683
Nonworker in 1965, nonworker in 1970	–	7	160	13	57	43	8	58	–	45
Nonworker in 1965, worker in 1970	7	45	251	38	13	144	7	39	8	69
Worker in 1965, nonworker in 1970	–	–	186	12	22	78	18	15	5	30

[1] The concept "worker" includes the employed plus members of the Armed Forces.

and instructions, pages App-34 and 38). The question related to the language spoken in the person's home when he was a child and was asked of all persons in the 15-percent sample. Information on mother tongue is used to assist in the identification of the various ethnic groups in the population. In particular, the Spanish language population is defined primarily on this basis. Statistics on mother tongue are also employed to identify geographic areas of the United States which have a high proportion of children living in households where English is not the major language. The data on mother tongue may not reflect a person's current language skills since the vast majority of persons reporting a mother tongue other than English have learned to speak English during or after their childhood.

Comparability

Before the 1960 census, a question on mother tongue was asked in the censuses of 1910, 1920, 1930, and 1940. The comparability of these data is limited to some extent by changes in question wording, in the categories of the population to whom the question was addressed, and in the detail that was published. In the 1910 and 1920 censuses, statistics on mother tongue were published for the foreign white stock; in 1930, they were published for the foreign-born white population; and in 1940, they were published for the native white of native parentage as well as the foreign white stock. In 1960, the data on mother tongue were shown for the foreign-born population of all races combined. In 1970, they are shown for all persons. In 1960 and 1970, if both English and another mother tongue were reported, preference was always given to the language other than English. This procedure may reduce somewhat the proportion of the foreign-born population classified as having English as their mother tongue.

SPANISH HERITAGE

In this report, social and economic characteristics are presented for the population of Spanish heritage, which is identified in various ways, using information derived from the 15-percent sample. In 42 States and the District of Columbia, this population is identified as "Persons of Spanish language;" in five Southwestern States, as "Persons of Spanish language or Spanish surname;" and in the three Middle Atlantic States, as "Persons of Puerto Rican birth or parentage." The specific definitions involved in identifying these population groups are given below. The statistics on disability, vocational training, and marital history shown in tables 51 to 53 in the columns for the above-mentioned populations, refer to persons of Spanish origin or descent (see definition below) because those items were collected on a 5-percent sample and, therefore, cannot be cross-tabulated with 15-percent information.

Spanish language.—Persons of Spanish language comprise persons of Spanish mother tongue and all other persons in families in which the head or wife reported Spanish as his or her mother tongue.

Spanish surname.—In five Southwestern States (Arizona, California, Colorado, New Mexico, and Texas) persons with Spanish surnames were identified by means of a list of over 8,000 Spanish surnames originally compiled by the Immigration and Naturalization Service[1] (and later updated by the Bureau of the Census). In the five Southwestern States social and economic characteristics are presented for persons of Spanish language combined with all other persons of Spanish surname. The number of these additional persons is shown in the category "Other persons of Spanish surname."

Puerto Rican birth or parentage.—The population of Puerto Rican birth or parentage includes persons born in Puerto Rico and persons born in the United States or an outlying area with one or both parents born in Puerto Rico. Social and economic characteristics are shown for this group in the reports for New York, New Jersey, and Pennsylvania.

Spanish origin or descent.—The data on Spanish origin or descent were derived from answers to question 13b, which appeared on the 5-percent sample questionnaire (see facsimile of questionnaire item, page App-34). The question was used to identify persons of Spanish origin or descent for tabulations of 5-percent items.

YEAR MOVED INTO PRESENT HOUSE

The data on year moved into present residence were derived from the answers to question 18 (see facsimiles of questionnaire item and instructions, pages App-34 and 38).

The question was asked of all persons in the 15-percent sample. As in 1960, respondents were asked to answer in terms of the most recent

[1] U.S. Immigration and Naturalization Service, Supplement to Manual of Immigration, Spanish-Spanish Personal Names, selected by Inspector George Lockwood, New York, 1936.

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CONCLUSIONS
TABLE A (1)

tate	County	Total Males in Labor Force 16 yrs. old and over who have a high school education or less. (Table B (1))	Black Males in Labor Force 16 yrs. old and over who have a high school education or less. (Table B (2))	Spanish-language males in Labor Force 16 yrs. old and over who have a high school education or less. (Table B (3))	Total Minority Percentage
.Y.					
	Bronx	285,190	61,432	74,517	
	Kings	513,622	110,894	67,838	
	N.Y.	267,901	74,096	62,681	
	Queens	408,677	47,718	32,833	
	Richmond	58,040	2,449	1,792	
	five county totals	1,533,430	296,589	239,661	
	Minority of Total Male Labor Force 16 or over with High School education or less		19.34	15.63	34.97
			Black % Table B(2)	Spanish language % Table B(3)	
	% Minority of Total Male Labor Force		16.94	12.67	29.61

CORRECTED LABOR FORCE FIGURES BASED ON UNDERCOUNT PERCENTAGES

TABLE A (2)

	Original Total (Table A(1))	Undercount Fraction*	Corrected Total Col. 2 ÷ (1- Col. 3)**	Corrected Percentage	
Males in Labor Force with High School Education or less	1,533,430	.033	1,585,760		
Black Males in Labor Force with High School Education or less	296,589	.099	329,178	$\frac{329,178}{1,585,760}$ =	20.76
Spanish Language males in Labor Force with High School Education or less. ***	239,661				15.63
Corrected Minority % of Total Male Labor Force 16 or over with High School Education or less					36.39

Footnotes on Page 3.

Table A(2)

	Original Total	Undercount Fraction*	Corrected Total Col.2 ÷ (1- Col. 3)**	Corrected Percentage		
Males in Labor Force	1,988,774 (Table B(1))	.033	2,056,643			
Black Males in Labor Force	336,948 (Table B(2))	.099	373,971	$\frac{373,971}{2,056,643}$	=	18.18
Spanish Language in Labor Force***	252,011 (Table B(3))					12.67
Corrected Minority % of Total Male Labor Force.						30.85

Footnotes on Page 4

TABLE A(2) FOOTNOTES

* U. S. Department of Commerce, Estimates of Coverage of Population by Sex, Race, and Age: Demographic Analysis, PHC (E)-4, Table 3, at 29. Government's Exhibit 3.

** Original Total = Corrected Total - (Corrected Total x Undercount Fraction)

or $O = C - (C \times F)$

$O = C\ (1 - F)$

Therefore $C = \frac{O}{1 - F}$; or Corrected Total (Col. 4) = $\frac{\text{Original Total (Col. 2)}}{\text{1- Undercount Fraction (1- Col.3)}}$

*** Spanish language figures are uncorrected due to the fact that estimates of the percentage of Spanish language individuals undercounted have not been made by the Bureau of Census. See Government's Exhibit 3, at 21.

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COMPUTATION OF MALE LABOR FORCE WITH HIGH SCHOOL EDUCATION OR LESS

TABLE B (1) TOTAL POPULATION

STATE	COUNTY	TOTAL MALE LABOR FORCE (Table 121)	NUMBER OF TOTAL POP. MALE 25+ WITH HIGH SCHOOL EDUCATION OR LESS (Table 120)	NO. OF TOTAL MALE POP. 25+ (Table 120)	COLUMN 4 ÷ COLUMN 5= % OF MALES WITH HIGH SCHOOL EDUCATION OR LESS	COLUMN 3X COLUMN 6= MALE LABOR FORCE WITH HIGH SCHOOL EDUCATION OR LESS
N.Y.	Bronx	339,516	316,475	372,402	85.0%	288,190
	[illegible]	630,316	557,042	672,369	82.8	513,622
	[illegible]	434,066	304,783	470,904	64.7	267,901
	[illegible]	544,177	429,044	571,348	75.1	408,677
	[illegible]	78,697	59,557	76,613	77.7	58,040
	Five Counties Total	1,966,774	1,666,901	2,164,136	77.0%	1,533,430

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TABLE B (2) BLACK POPULATION

State	State County N.Y.	Total Black Male Labor Force. (Table 126)	No. Black Males 25+ With High School Education or less (Table 125)	No. Black Males 25+ (Table 125)	Col. 4 ÷ Col. 5 = % of Black Males with High School Education or Less	Col. 3 x Col. 6 = Black Male Labor Force with High or less
N.Y.						
	Bronx	68,107	65,132	72,200	90.2%	61,432
	Kings	124,460	115,334	129,462	89.1%	110,894
	N.Y.	84,104	87,247	99,076	88.1%	74,096
	Queens	57,354	47,960	57,664	83.2%	47,718
	Richmond	2,923	2,350	2,804	83.8%	2,449
	5 County Total	336,948	318,023	361,206	88.0%	296,589

Black male labor force as a % of the Total Male Labor Force (Table B(1)) 16.94

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TABLE B(3) SPANISH LANGUAGE POPULATION

State County	Total Spanish language Male Labor (Table C)	No. Puerto Rican Males 25+ With High School Education or Less (Table 130)	No. Puerto Rican Males 25+ (Table 130)	Col. 4 ÷ Col. 5 = % of Sp. language Males with High School Education or Less.[1]	Col. 3 x Col. 6 = Sp. language Male Labor Force with High School Education or Less.[1]
Bronx	77,461	57,509	59,808	96.2%	74,517
Kings	70,081	45,702	47,235	96.8%	67,838
N.Y.	65,429	38,629	40,305	95.8%	62,681
Queens	37,099	6,565	7,416	88.5%	32,833
Richmond	1,941	615	666	82.4%	1,792
5 County Total	252,011	149,020	155,430	95.8%	239,661
Spanish male labor force as a % of Total male labor force (Table B(1))	12.67				

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[1] The figures in Columns 4 & 5 are actually figures for Puerto Rican males, not Spanish language males, since census tables only give figures for the former group. We are assuming that Spanish language males attend school with the same frequency as Puerto Rican males.

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COMPUTATION OF TOTAL NUMBER OF SPANISH LANGUAGE MALES ABOVE 16 IN THE LABOR FORCE

TABLE C

State	County	Male Puerto Ricans Above 16 in Labor Force (Table 131)		Spanish Language Pop. (Table 119) / Puerto Rican Pop. (Table 119)		Spanish Language Males Above 16 in Labor Force
N.Y.	Bronx	60,241	x	407,332 / 316,772	=	77,461
	Kings	48,515	x	392,575 / 271,769	=	70,081
	New York	38,774	x	312,722 / 185,323	=	65,429
	Queens	8,000	x	153,691 / 33,141	=	37,099
	Richmond	762	x	12,320 / 4,838	=	1,941

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Tables A(1) and A(2)

The minority work force percentages for New York City are set forth in the following Tables A(1) and A(2). The basis for the Table A(1) figures is the calculations and supporting data set forth in the following Tables B(1), B(2), B(3), and C. The source of original data is indicated in the table (e.g., as Table 119). This source is the pertinent part of tables in the United States Department of Commerce publications General Social and Economic Characteristics 1970 Census of Population New York. Copies of the pertinent parts of these tables comprise Government's Exhibit 1.

Table A(2) corrects Table A(1) figures on the basis Bureau of Census data on population undercounting found in United States Department of Commerce, Estimates of Coverage of Population of Sex, Race, and Age: Demographic Analysis, Table 3, at p. 29, Government's Exhibit 3.

The census tables for New York do not reflect data precisely for Spanish Surnamed Americans. The tables' best approximation for persons in these areas who are of Spanish origin, or identified as such, is the data listed for Spanish language persons (defined in Appendix B in the above publication which is included in Government's Exhibit 1). However, not every table of social or economic characteristics provides information for Spanish language persons, and therefore some conversions must be made.

Tables B(1), B(2) and B(3)

Table B(1) computes the total male labor force with a high school education or less. First, the percentage of the male population 25 years old and over with a high school

[RETYPED FOR APPENDIX]

education or less is computed. Then, assuming this percentage is approximately the same for the male labor force, it is multiplied times the total male labor force to determine the male labor force with a high school education or less.

Table B(2) computes the total black male labor force with a high school education or less. First, the percentage of the black male population over 25 years old and over with a high school education or less is computed. Then, assuming this percentage is approximately the same for the black male labor force, it is multiplied times the total black male labor force to determine the black male labor force with a high school education or less. The black male labor force as a percentage of the total male labor force is also shown.

Table B(3) computes the total Spanish language male labor force with a high school education or less. First, the percentage of the Puerto Rican male population 25 years old and over with a high school education or less is computed. Then it is assumed this percentage is approximately the same for the Spanish language male population 25 years old and over with a high school education or less. Finally, assuming this percentage is approximately the same for the Spanish language male labor force, it is multiplied times the total Spanish language male labor force (from Table C) to determine the Spanish language male labor force with a high school education or less. The Spanish language male labor force as a percentage of the total male labor force is also shown.

Table C

This table computes the approximate number of Spanish language males 16 years or older in the labor force. It is done by assuming that these Spanish language males in the labor force are in a ratio to Puerto Rican males in the

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labor force in the same ratio as the Spanish language population is to the Puerto Rican population. Table C is then used in Table B(3).

[RETYPED FOR APPENDIX]

PHC(E)-4

1970 CENSUS OF POPULATION AND HOUSING

Evaluation and Research Program

Estimates of Coverage of Population by Sex, Race, and Age: Demographic Analysis

Plaintiff
EXHIBIT
U. S. DIST. COURT
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Issued February 1974

G. Differe e Between Sex Ratios of Survival Rates From Birth to Selected Ages, for Various Life Tables, Based on Uncorrected and Corrected Population Data, by Race

ths have not been corrected in either set of death rates. A s sign (-) denotes that the sex ratio of survival rates in the cted life table is higher than the sex ratio of the uncorrected able)

Age (years)	1959-1961		1910-1921		1900-1902	
	White	Negro and other races	White	Negro	White	Negro
4	–	–	–	−0.1	–	−0.1
o 14 ...	–	–	−0.1	−0.1	−0.1	–
o 24 ...	–	−0.2	−0.2	−0.6	−0.3	−0.5
o 34 ...	−0.1	−0.6	−0.3	−1.8	−0.3	−1.1
o 44 ...	−0.2	−1.2	−0.3	−1.9	–	−1.4
o 54 ...	−0.3	−1.7	+0.3	−0.1	+0.8	+0.9
o 64 ...	−0.2	−1.6	+1.6	+9.5	+2.4	+8.6
nd over	+0.8	+1.9	+6.0	+32.7	+6.8	+23.8

– Represents zero

pulation by age and sex from 1880 to 1950 invo ves numerous umptions which could contribute to error in the resulting imates of net census error rates. A principal assumption is that percent of white females aged 15 to 29 were not counted in the 50 Census and in each preceding census. This figure was derived m the estimated undercoverage rate of white females 15 to 54 rs of age shown by the Post-Enumeration Survey of 1950. A ferent assumption regarding the level of the net undercount rate the age group 15 to 29 would change the net undercount rates a corresponding amount at every age above age 15 in 1950. The es for these cohorts would then be correspondingly affected in 60 and 1970. The assumption of a different trend in the net dercount rate for the age group 15 to 29 (for example, a decline the undercount rate prior to 1950) would tend to modify sharply th the level and age pattern of the net undercount rates in 1950.

addition to this general assumption, the Coale-Zelnik method nploys a host of subsidiary assumptions relating to the procedure r determining trends in age heaping on single ages, the procedure r selecting the best estimate of births from the several estimates rived by reverse projection of census data adjusted for age aping, the choice of life tables to measure mortality between rth and attainment of various ages, the adjustment of the timates to reflect a reasonable sex ratio at birth, and the volume net movement of native whites to or from the country.

e cannot readily ascertain the level of probable error in the net ndercount rates for 1970 that are based on the Coale-Zelnik study. owever, the net undercount rates for the white female population the 35-to-64 year range are believed to be subject to less error an those for the other three sex-race groups in this age range and greater error than the estimates at the younger and older ages for e white female population.

OALE-RIVES METHOD: NEGRO FEMALE POPULATION 35 O 64 YEARS OF AGE

he Coale-Rives method essentially bypasses the serious problem of ge heaping in the data for Negroes since the calculations are carried ut in terms of 5-year age groups. Such residual heaping in 5-year roups as may exist is presumably taken care of by the estimation f the "true" age distribution in 1880 on the basis of stable opulation analysis. This constitutes a major assumption but one or which there is strong evidence. On the other hand, the procedure for establishing the overall level of underenumeration in 1880, and hence in all subsequent years, i.e., adjusting mortality upward in the early years, is relatively arbitrary; yet it implicitly affects the level of net undercounts at many ages in 1960 and 1970.

The general method is dependent on numerous other assumptions including those relating to the choice of mortality rates for carrying the population forward from 1880, the procedure for estimating births on the basis of the proportion of females under age 20 in each census, the adjustment for the sex ratio of births, and the volume of net movement of native Negroes to and from the country. It is not readily possible to assign levels of probable error to the net undercount rates for 1970 that are based on the Coale-Rives study—those for Negro females 35 to 64 years of age—but they are believed to be subject to greater error than the estimates for Negro females at the younger or older ages and the corresponding estimates for white males and females.

Extension to Other Populations

Corresponding estimates of the coverage of the population of specific races other than white and Negro, such as American Indians, Chinese, or Japanese, are not available. At the present time the data and techniques of estimation do not permit making reliable estimates for these groups.

SPANISH-ORIGIN POPULATION

Much interest has been expressed in estimates of the coverage of the population of Spanish ancestry, but we have not found any technique of preparing reasonably reliable estimates of the coverage of this population. Counts of the population of Spanish ancestry, whether they represent persons of "Spanish origin," "Spanish language," "Spanish surname," or some composite of these, may be affected by errors of coverage (balance of persons of Spanish ancestry omitted from the census over persons of Spanish ancestry counted twice) and errors of classification (balance of persons erroneously classified as of Spanish ancestry over persons erroneously classified as of non-Spanish ancestry). The preparation of reliable estimates of coverage error depends on the availability of national statistics of births, deaths (or life tables), and net immigration over a period of many years, and comparable census data from a number of censuses. Such data are not available and cannot be compiled from present records for persons of Spanish ancestry. Estimates of coverage error based on necessarily rough estimates of births, deaths, and net migration for a population that can be defined and measured in different ways, such as the population of Spanish ancestry, would be subject to such great error as to be of doubtful value and probably misleading. Efforts to estimate coverage in some local areas can be attempted on the basis of data for those areas on births to persons born in Puerto Rico and to persons with Spanish surnames, data on deaths, and school enrollment data but, of course, the results of such research would have only limited application. It may be possible to derive at least rough indications of the relative coverage of the population of Spanish ancestry on the basis of general indexes of the quality of the census data for this group.

GEOGRAPHIC SUBDIVISIONS

Estimates of the coverage of the population of geographic subdivisions of the United States, similar in reliability and scope to those presented for the United States as a whole, cannot be prepared. There is doubt that adequate estimates can be prepared even for States. Although there may be only a small question regarding the reliability of the birth and death statistics needed to prepare the estimates of expected population for most of the age distribution, data on internal migration, independent of the census, are not

Table 3. Preferred Estimates of the Amount and Percent of Net Underenumeration of the Population, by Sex and Race: 1960 to 1970

(Numbers in thousands. Composite of analytic estimates, corresponding to set D estimates (adjusted). Figures relate to the resident population. Base of percents is corresponding estimate of corrected population)

Sex and race	1970[1]		1960		1950[2]	
	Amount	Percent	Amount	Percent	Amount	Percent
All classes	5,301	2.5	5,063	2.7	5,132	3.3
[illegible]	3,353	3.3	2,990	3.3	2,939	3.8
[illegible]male	1,947	1.8	2,073	2.2	2,193	2.8
White, total	3,446	1.9	3,219	2.0	3,400	2.5
[illegible]le	2,175	2.4	1,918	2.4	1,933	2.8
[illegible]male	1,271	1.4	1,330	1.6	1,466	2.1
Negro and other races, total	1,855	6.9	1,814	8.1	1,733	9.7
[illegible]le	1,179	8.9	1,071	9.7	1,001	11.2
[illegible]male	676	4.9	743	6.6	732	8.2
Negro, total	1,873	7.7	1,630	8.0	(NA)	(NA)
[illegible]le	1,180	9.9	977	9.7	(NA)	(NA)
[illegible]male	693	5.5	653	6.3	(NA)	(NA)

NA Not available.
[1]Based on census figures which have been adjusted for race misclassification in the complete count.
[2]Figures relate to 50 States and the District of Columbia.

Table 4. Alternative Estimates of the Amount and Percent of Net Undercount of the White Population, by Age and Sex: 1970 and 1960

Numbers in thousands. Figures relate to the resident population. Base of percentages is the corrected population. See text for explanation of Series A, B, C, and D. "Adjusted" estimates are based on census figures which have been adjusted for race misclassification in the complete count, affecting some 327,000 persons, mostly of Spanish ancestry, and for a gross overstatement of centenarians, amounting to about 103,000 persons. A minus indicates a net overcount. Total amounts of net underenumeration obtained by summing estimates by age differ slightly from required totals shown in tables 2 and 3)

Age and sex	1970								1960			
	Sets A and C				Sets B and D				Sets A and C		Sets B and D	
	Unadjusted		Adjusted		Unadjusted		Adjusted		Amount	Percent	Amount	Percent
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent				
Males, all ages	2,330	2.6	2,144	2.4	2,372	[1]2.7	2,186	[1]2.5	1,677	2.3	1,918	2.4
[illegible] 5 years	196	2.6	174	2.3	196	2.6	174	2.3	170	1.9	170	1.9
[illegible] to 9 years	236	2.7	213	2.4	236	2.7	213	2.4	199	2.4	199	2.4
[illegible]0 to 14 years	121	1.3	98	1.1	121	1.3	98	1.1	194	2.5	191	2.5
[illegible]5 to 19 years	131	1.6	109	1.3	131	1.6	109	1.3	233	3.8	233	3.8
[illegible]0 to 24 years	203	2.8	177	2.5	203	2.8	177	2.5	209	4.3	209	4.3
[illegible]5 to 29 years	308	5.0	288	4.7	308	5.0	288	4.7	206	4.2	208	4.2
[illegible]0 to 34 years	220	4.3	203	4.0	220	4.3	203	4.0	167	3.1	167	3.1
[illegible]5 to 39 years	219	4.4	206	4.1	219	4.4	206	4.1	142	2.5	142	2.5
[illegible]0 to 44 years	185	3.4	172	3.2	185	3.4	172	3.2	97	1.9	97	1.9
[illegible]5 to 49 years	201	3.7	189	3.5	201	3.7	189	3.5	77	1.6	77	1.6
[illegible]0 to 54 years	96	2.0	87	1.8	96	2.0	87	1.8	159	3.6	159	3.6
[illegible]5 to 59 years	100	2.3	93	2.1	100	2.3	93	2.1	15	0.4	-31	-0.9
[illegible]0 to 64 years	93	2.5	86	2.3	93	2.5	86	2.3	97	3.0	66	2.1
[illegible]5 to 69 years	50	1.7	44	1.5	-	-	-5	-0.2	17	0.6	49	1.8
[illegible]0 to 74 years	32	1.5	28	1.3	1	0.1	-2	-0.1	-66	-3.5	-14	-0.7
[illegible]5 years and over	-61	-2.3	-21	-0.8	61	2.2	101	3.6	-38	-1.8	-3	-0.1
[illegible]5 years and over	21	0.3	52	0.7	63	0.8	93	1.2	-90	-1.3	32	0.5
Females, all ages	1,401	1.5	1,238	1.3	1,417	1.6	1,283	1.4	1,285	1.6	1,330	1.6
[illegible]nder 5 years	161	2.2	142	2.0	161	2.2	142	2.0	95	1.1	95	1.1
[illegible] to 9 years	203	2.4	182	2.2	203	2.4	182	2.2	120	1.5	120	1.5
[illegible]0 to 14 years	102	1.2	82	0.9	102	1.2	82	0.9	108	1.5	108	1.5
[illegible]5 to 19 years	64	0.8	45	0.5	61	0.8	45	0.5	144	2.4	144	2.4
[illegible]0 to 24 years	98	1.3	79	1.1	98	1.3	79	1.1	121	2.4	121	2.4
[illegible]5 to 29 years	191	3.1	173	2.8	191	3.1	173	2.8	68	1.4	68	1.4
[illegible]0 to 34 years	117	2.3	101	2.0	117	2.3	101	2.0	32	0.6	32	0.6
[illegible]5 to 39 years	56	1.1	41	0.8	56	1.1	41	0.8	-11	-0.2	-11	-0.2
[illegible]0 to 44 years	20	0.4	7	0.1	20	0.4	7	0.1	-11	-0.2	-11	-0.2
[illegible]5 to 49 years	41	0.7	30	0.5	41	0.7	30	0.5	35	0.7	35	0.7
[illegible]0 to 54 years	-8	-0.1	-16	-0.3	-8	-0.1	-16	-0.3	191	4.2	191	4.2
[illegible]5 to 59 years	66	1.4	60	1.3	66	1.4	60	1.3	62	1.6	13	0.3
[illegible]0 to 64 years	121	2.8	115	2.7	121	2.8	115	2.7	151	4.2	116	3.3
[illegible]5 to 69 years	16	0.4	11	0.3	-34	-1.0	-38	-1.1	91	2.9	117	3.7
[illegible]0 to 74 years	50	1.7	46	1.6	16	0.5	12	0.4	31	1.4	62	2.6
[illegible]5 years and over	101	2.4	141	3.2	233	[illegible]5.1	270	[illegible]5.9	53	1.7	126	4.1
[illegible]5 years and over	170	1.6	198	1.8	215	2.0	243	2.2	177	2.1	306	3.5

1947

BY-LAWS

of

INTERNATIONAL UNION OF
OPERATING ENGINEERS

Local 14 & 14-B

Affiliated with
American Federation of Labor

336 East 15th Street, New York, N. Y.

P1

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

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14 -

PREAMBLE

The objects and purposes of this organization are to elevate the trade of operating engineers by which it and the members thereof obtain a livelihood for themselves and their dependents to its proper position in all industrial affairs and the ranks of organized workers; to encourage a higher standard of skill among its members; to cultivate feelings of friendship among them and of the craft and those who may employ its members; to assist its members in securing and stabilizing employment; to assist employers in obtaining skilled craftsmen from among its membership; to create, foster and assist affiliated Local Unions to negotiate and consummate contractual relations with employers, through which wages, hours and conditions of employment may be properly regulated to the benefit of both the employer and the employee; to encourage and [illegible] for, or by [illegible] means, such reduction of the number of days and working hours of labor as may be consistent with the proper development of [illegible] and to create a greater demand for the [illegible] labor; to educate the craft and the public [illegible] about increased opportunity for recreation and rest, the proper method to observe the days of labor for which we stand up and have proclaimed as the days to commemorate certain national, state and city events and Labor Days; to elevate the moral, intellectual and social conditions of all members by legal and proper means, and to encourage, aid and assist all Local Unions in the enactment of state and city engineers' laws or laws for the [illegible] protection of life and property, through [illegible] subdivisions and officers.

BY-LAWS

of

INTERNATIONAL UNION OF OPERATING ENGINEERS
Local 14 & 14B

336 East 15th Street, New York, N. Y.

ARTICLE I.

Section 1. This Local Union is Local Union No. 14 & 14B of the International Union of Operating Engineers chartered by said International Union and it and its members are subject to the provisions of the Constitution of the International Union of Operating Engineers and to any and all provisions and amendments thereto.

Section 2. In the event of a conflict between these By-Laws and said Constitution, the provisions of said Constitution shall prevail and all questions of law and fact hereunder, shall be subject to the findings and interpretations provided for in said Constitution.

ARTICLE II.

Officers

Section 1. The officers of the Local Union shall be a President, Vice-President, Recording-Corresponding Secretary, Financial Secretary,

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Treasurer, three (3) Trustees, three (3) Auditors, Conductor and Guard, and as many Business Agents as may be designated by the Local Union. The offices of Financial Secretary and Treasurer shall not be held by the same person. Said Officers and Business Agents shall serve for two (2) years, subject to the provisions of Article 23, Subdivision 1, Section B of the Constitution of the International Union of Operating Engineers, as amended at our 1956 Convention.

Section 2. Election of Officers and Business Agents shall be held by voting machine at the last meeting in June. The polls shall remain open between the hours of 8 A.M. to 10 P.M. The nominations shall be held at the regular meeting prior to the election, and the installation shall take place at the first regular meeting in July. The elections shall be conducted under the supervision of five (5) tellers nominated and elected by the Local Union on the night of nominations. They shall be paid $25 each for acting in this capacity.

Section 3. The salaries of the President, Financial Secretary and Business Agents, shall be fixed by a majority vote of the members at a special called meeting prior to the election of said officers. The Treasurer and Guard shall receive $10 expense per month for attendance at meetings. The Recording-Corresponding Secretary shall receive $50 expense per month for attendance at meetings.

Section 4. The duties of the officers shall be described in Article 23, Sub-division 2, Sections A to I inclusive of the International Constitution.

Section 5. It shall be the duty of the Business Agents to enforce all the working rules and By-Laws and to attend to the members' grievances.

Section 6. (a) There shall be an Executive Board and it shall be the policy making body. It shall be comprised of the President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and Business Agents, and eleven (11) lay members appointed by the President, subject to approval of the Local Union.

(b) There shall be an Examining and Investigating Committee of seven (7) lay members, appointed by the President subject to the approval of the Local Union.

Section 7. The President may appoint such committees with such duties as he may see fit, for the proper conduct of the affairs of the Local Union. The President shall act ex-officio on all committees.

[RETYPE FOR APPENDIX]

ARTICLE III. Meetings

Section 1. The regular meetings of this Local Union shall be held on the second Friday of each month and at such time and place as the Local Union may designate The Executive Board shall meet on the first and third Tuesday of each month at the office of the Local Union.

Section 2. The regular meeting in January, April, July and October shall be known as quarterly meetings and reports of the Trustees and Auditors shall be made thereat, also the report of the Certified Public Accountant. An annual report shall be made at the first meeting in July before the installation of officers.

Section 3. No member shall speak more than twice on the same question except by permission of the chair.

Section 4. Special meetings shall be called as provided for in the Constitution of the International Union and each member shall be notified by a notice mailed at least forty-eight hours previous to the time of such meeting.

Section 5. At special meetings only special business shall be transacted and such business must be announced in the notification of such meetings.

Section 6. Should any question arise during the meeting for which there is no provision made either in the Constitution or By-Laws, the President must rule on it to the best of his ability subject to an immediate appeal from his decision. On such an appeal the vote of a majority of the members in good standing present shall prevail.

Section 7. When an appeal is taken, the appellant shall state his reasons for making the appeal. The chair shall state the reason for rendering the decision, after which the chair shall put the question of appeal to a vote of the membership assembled.

Section 8. Roberts' Manual shall be the authority recognized for the proper conduct of the business of the Local Union.

ARTICLE IV. Membership

Section 1. A candidate for membership in Local Union 14 of the International Union of Operating Engineers shall be licensed engineer and otherwise fulfill the requirements of the Constitution of the International Union of Operating Engineer.

Section 2. No person shall be admitted to membership in this Local Union who is a member or in any way connected with the Nazi, Fascist or Communist party or any subversive society, that advocates the overthrowing or un-

[RETYPE FOR APPENDIX]

dermining of our trade unions or our American way of life. That the Executive Board before granting an application shall have the assurance that the applicant is not or ever intends to be associated with the above mentioned groups.

Section 3. Any person who is found to have made misrepresentations or misstatements in his application for membership shall be expelled after due trial and conviction.

Section 4. Members signing as vouchers for candidates for membership, shall not be permitted to act on Investigating or Examining Committees, nor act as teller at the election of candidates. A member is not permitted to vouch for a new candidate unless he has been a member of Local 14 for at least five (5) years.

Section 5. An applicant must appear before the Executive Board with his two vouchers, who have already received the sanction of the body to vouch for such applicant. Upon application being granted by the Executive Board, he is referred to the Investigation Committee for further investigation. Receiving the report of this board, he is presented to the body for ballot, at which time his license must be displayed. The election of candidates to membership shall be held by paper ballot at the regular meeting in each month. No member shall be eligible to vote for a candidate unless he has a current dues stamp in his dues book. Any member attempting to violate the foregoing rules of voting, shall be subject to

charges brought against him by the Local Union.

Section 6. Agents or men working for a supply trade or others who do not earn their livelihood by operating or assisting to operate such operating machines as come under the jurisdiction of the International Union of Operating Engineers will not be accepted as members of Local Union 14, but an exception is hereby made in favor of engineers who hold such positions as Inspectors of Boilers or other machinery, or Examiners of Engineers, who may be admitted to membership.

Section 7. No applicant having been accepted by the Local Union shall be allowed to work upon the jurisdiction of Local Union 14 until his full initiation fee and all other taxes, assessments and fees have been paid.

ARTICLE V. Initiation and Examining Fees

The initiation fee of this Local Union shall be $200 plus such other fees, taxes, assessments or other charges required to be paid to the International Union of Operating Engineers. There shall be an investigating fee of $60, which shall accompany the application and the balance shall be paid before a candidate is initiated, unless the Executive Board shall extend the time for payment. No extensions beyond sixty days from the date of initiation shall be granted.

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ARTICLE VI.

Dues

The amount of dues to be paid by the members of this Local Union shall be not less than Three Dollars ($3) per month and may be fixed or changed by a majority vote of the members at any regular meeting.

ARTICLE VII.

Funds

The General Fund of this Local Union having been raised for the purpose of carrying on its business, and to raise the standards of wages of Engineers and protection of its members along said lines, it is hereby understood that no money from this fund shall be loaned to any member or donated for any purpose whatsoever. Except for contributions to worthy organizations where it is of vital interest to Local 14. Such contributions must be authorized by a majority vote of the members present at a regular meeting.

ARTICLE VIII.

Offenses

Section 1. Any of the following acts by a member shall constitute conduct discreditable to the International Union of Operating Engineers and Local Union 14 & 14B:

A—Being intoxicated or disorderly on the premises of Local Union 14.

B—Being intoxicated while at work.

C—Carelessness involving the destruction of machinery entrusted to his care.

D—Revealing the business of this Local to a non-member.

E—Injuring a brother member by word or deed, in reputation or employment.

F—Allowing a non-member or an unlicensed man to run a member's engine.

G—Receiving less than the standard wages established by the Local for the ordinary working hours or overtime.

H—Refusing to obey an order of the Business Agents.

I—Taking the place of another member without the consent of the latter or the sanction of the Local Union having jurisdiction.

J—Holding himself out as competent to fill a job for which he is not qualified.

K—Refusing to show working card or dues book to a brother member who first presents his own dues book for identification.

L—Failing to determine whether or not others on a job, doing work within the jurisdiction of the International Union, are members in good standing.

M—Failing to report employment on a job of persons not in good standing.

N—Leaving a job without providing for a relief.
O—Leaving a machine while in operation.
P—Violating Sections 9 and 10 of Article IX of these By-Laws.

ARTICLE IX.

General Provisions

Section 1. When a member is laid off from an incompleted job, he still holds a claim on same. He may work on another job, but must return to original job on the first day it resumes operation or forfeit said claim. At time of temporary layoff, he must notify office of his claim.

Section 2. A member in bad standing shall forfeit his job to a member in good standing and shall not be entitled to the privilege of protest.

Section 3. Any member who fails to obey an order or summons to appear before the Local Union, the Executive Board, or any Committee of the Local Union shall pay the sum of Ten Dollars ($10) unless a good and satisfactory excuse is offered and accepted by the Local Union.

Section 4. Any member who considers he has a just grievance against this Local Union must first exhaust every means provided for in the Constitution of the International Union of Operating Engineers before resorting to any civil or other action.

Section 5. Any member who considers that his job has been taken improperly shall protest to the member who has taken his job and upon refusal to give up the job to the protesting member he (the protesting member) shall then notify the office or Business Agents that he has protested the job.

Section 6. A shop steward shall be appointed by the Business Agent and he shall be responsible for working conditions on the job.

Section 7. The President is hereby empowered and directed to impose forthwith a fine of $5 or suspension from attendance at meetings for a period of three (3) months or both on any member disturbing a meeting.

Section 8. Members shall not assist any person to obtain a license as an engineer without asking permission and obtaining it from the Local Union, nor shall this Local Union grant such permission until thoroughly satisfied that the requirements of the Licens[illegible] have been fulfilled.

Section 9. No member is to hold two positions at one time. No member is allowed to cover another engineer with his license. Engineers must be protected from weather and all apparent danger.

Section 10. Men starting, leaving or finishing a job shall notify the office of the Local Union of the location and nature of the job

and the name of the employer, on cards provided by the Local Union, for the purpose of keeping a correct record in the office of the Local Union. This section shall be strictly enforced.

Section 11. Members shall at all times have their correct address on file in the office of the Local Union.

Section 12. To be eligible for the lighter type of work, a member must be in the Local five (5) years or more, and be over 50 years of age.

Section 13. A member who owns a machine or equipment covered by the jurisdiction of Local 14 is prohibited from operating said machine or equipment on any job in which he is the contractor, or in which he has a financial interest. He must take out a withdrawal card as long as he takes a contract or has a financial interest in a job covered under said jurisdiction. Membership shall not be granted to those applicants who own equipment and intend to operate it themselves on jobs in which they are the contractors, or in which they have a financial interest.

This By-Law shall not apply to members who do a rental business exclusively of equipment operated by themselves, provided a member is not the contractor or financially interested in the job.

Adopted 2-19-54.

ARTICLE X.

Local Death Benefit Fund

Section 1. This fund, created for the purpose of helping to defray funeral expenses of deceased members, shall be known as the Death Benefit Fund.

Section 2. The amount of the yearly death assessment shall be determined by the Local Union at the last meeting in June.

Section 3. The Death Benefit Fund shall be kept in a separate checking account. All death assessments shall be deposited in this Death Benefit Fund and death benefits paid therefrom; the said fund to be used for no other purpose than for the payment of death benefits and the expense necessary to operate said fund.

Section 4. All death benefits or claims shall be paid from the Death Benefit Fund and no other funds or property of the Local Union shall be liable for the payment thereof, nor shall the Local be liable beyond the amount at any time available in the Death Benefit Fund.

Section 5. As this benefit is created for the sole purpose of helping to defray funeral expenses of deceased members, a receipted bill from the Funeral Director must be submitted to the Financial Secretary before benefit is paid to any claimant. In the event that the funeral expenses have not been paid, Four Hundred Dollars ($400.) benefit due from this fund shall

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be paid to the Funeral Director towards the funeral debt. But in no event shall this clause be construed to mean that the Local Union is or shall be responsible to the Funeral Director for the whole or any part of his funeral bill.

Section 6. Upon presentation of receipted bill from the Funeral Director for funeral debts, death benefit from this fund shall be paid to such beneficiary, as the member may have specified in writing.

Section 7. In cases where no provision has been made by the deceased member for the payment of this benefit, the table covering our International Death Benefit shall be used.

Section 8. All claims shall be made for said death benefit within a period of sixty days from date of death. The beneficiary shall present within the sixty day period to the Financial Secretary a transcript of death together with an affidavit of the claimant showing the relationship of the deceased to the beneficiary, or that the beneficiary is the person named by the deceased as beneficiary under the rules of this benefit.

Section 9. It shall be the duty of the Financial Secretary to furnish a suitable floral piece, not to exceed the sum of Twenty Dollars ($20).

Section 10. It shall be the duty of the Secretary to forward to the family of the deceased a letter of condolence.

Section 11. The provisions of this Article shall be subject to amendment or repeal at any time upon the vote of a majority of the membership, at a special notified meeting called for that purpose.

ORDER OF BUSINESS

1. Meeting to be called to order in manner as provided in official ritual.
2. Examination of members' dues books by conductor.
3. Roll call of Officers by Recording-Corresponding Secretary.
4. (a) Reading of the minutes of the previous meeting.
   (b) Reading of the minutes of the Local Executive Board.
   (c) Reading of the minutes of Examining and Investigating Committees.
5. Presentation of applications for membership in the parent and/or the branch local unions.
6. Reports of committee on applications for membership.
7. Election of candidates for membership.
8. Reports of (a) Officers
   (b) Delegates
   (c) Committees
   (d) Business Agents
   (e) Trustees
   (f) Auditors
   (g) Treasurer
   (h) Good and Welfare

9. Appropriations of monies from the treasury (with drawing orders signed by the President and the Recording-Corresponding Secretary authorizing the payment of bills and other expenses).

10. Initiation of candidates for membership.

11. Reading of communications received and correspondence entered into by the Recording-Corresponding Secretary for and in behalf of the Local Union.

12. Reading by the President to the membership assembled the receipts for the per capita tax and other monies sent to the General Secretary-Treasurer.

13. Election and installation of Officers.

14. Report of sickness, accident and death of members.

15. Reports of and on subject matters pertaining to other branch local unions operating under the supervision and direction of the parent Local Union and its officers.

16. Unfinished business.

17. New business.

18. Subjects for the good and welfare of the Local Union and its membership.

19. Motion or order for adjournment.

BY-LAW COMMITTEE

Martin J. Rodgers, Chairman
William Rodgers
John Lang
Lester Merkel
Ray Porter
Hugh Duffy
William Green
Mayhew Webster
Harry McGrath
Robert Riddell
Patrick Duffy
Paul Ambrosini
Walter J. Murphy, Secretary

Approved March 11, 1947.

WM. E. MALONEY,
General President, I.U.O.E.

Amended September 14, 1956.

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1964

BY-LAWS

of

INTERNATIONAL UNION OF

OPERATING ENGINEERS

LOCAL 14 & 14-B

Affiliated with

AFL - CIO

330 East 15th Street, New York, N.Y.

Tel. [illegible] 293

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EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

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BY-LAWS

of

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 14 & 14-B

Affiliated with AFL-CIO

325 East 15th Street, New York, N. Y.

ARTICLE I

Section 1. This Local Union is Local Union No. 14 & 14-B of the International Union of Operating Engineers chartered by said International Union and it and its members are subject to the provisions of the Constitution of the International Union of Operating Engineers and to any and all provisions and amendments thereto.

Section 2. In the event of a conflict between these By-Laws and said Constitution, the provisions of said Constitution shall prevail and all questions of Law and fact hereunder, shall be subject to the findings and interpretations provided for in said Constitution.

ARTICLE II

Section 1. The Officers of the Local Union shall be a President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer, three (3) Trustees, three (3) Auditors, Conductor and Guard, and as many

Business Agents as may be designated by the Local Union. The offices of Financial Secretary and Treasurer shall not be held by the same person. Said Officers and Business Agents shall serve for two (2) years, subject to the provisions of Article 23, Sub-division 1, Section A of the Constitution of the International Union of Operating Engineers, as amended at our 1960 Convention.

Eligibility for members seeking office shall conform to Article 23, Sub-division 1, Section (b) of the International Constitution.

Section 2. Election of Officers and Business Agents shall be held by voting machine at the last meeting in June. The polls shall remain open between the hours of 8:00 A.M. to 10:00 P.M. The nominations shall be held at the regular meeting prior to the election, and the installation shall take place at the first regular meeting in July. The Elections shall be conducted under the supervision of five (5) or more tellers, as needed, nominated and elected by the Local Union on the night of nomination. They shall each be paid a reasonable sum of compensation for acting in this capacity.

Incumbents in specific office will have first position on ballot and the other candidates will draw for position. Must be incumbent in office he is seeking to gain first position on Ballot.

Section 3. The Salaries and expenses of the President, Vice-President, Financial Secretary, Business Agents, Recording-Corresponding

Secretary, Treasurer, Guard and Conductor shall be fixed by a majority vote of the members at a special notified meeting prior to the election of said Officers.

Section 4. The duties of the Officers shall be described in Article 23, Sub-division 2; Sections A to J, inclusive of the International Constitution.

Section 5. It shall be the duty of the Business Agents to enforce all the working rules and By-Laws and to attend to the members' grievances. They shall assist each other during absences due to vacations, illness, conventions or other causes, by covering the territory under the jurisdiction of Local 14 during such absence. This agreement to be mutually arranged between the Business Agents and the Financial Secretary.

Section 6. (a) There shall be an Executive Board and it shall be the policy-making body. It shall be comprised of the President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and twelve (12) other members, all of whom shall be elected at the regular election of the Local in June in accordance with Article 23, Sub-division 1; Section (c) of the International Constitution. The eligibility shall be the same as for the other Officers, Article 23, Sub-division 1; Section (b).

(b) The Executive Board shall be vested with full power to pay all bills or operating expenses or take action in any emergency that may arise on behalf of the members of this Local Union.

(c) They shall hear all grievances among members relative to trade rules and other disputes that may arise and make such recommendations together with their findings as they agree upon to the next Regular Meeting of this Local Union.

(d) They shall report their every act to this Local Union and perform such duties as may be required of them.

(e) Any decision or action taken by the Executive Board or the payment of any emergency bill shall be subject to the approval of the members at the next subsequent regular Meeting of the Local Union.

(f) There shall be an Examining and Investigating Committee of seven (7) members, all, of whom shall be elected at the regular Election of the Local in June, in accordance with Article 23, Sub-division 1; Section B.

Section 7. The President may appoint such other Committees with such duties as he may see fit, for the proper conduct of the affairs of the Local Union. The President shall act ex-officio on all Committees.

ARTICLE III

Meetings

Section 1. The regular meetings of this Local Union shall be held on the second Friday of each month and at such time and place as the Local Union may designate. The Executive Board shall meet on the first and third Tuesday of each month at the office of the Local Union.

Section 2. The regular meeting in January, April, July and October shall be known as quarterly meetings and reports of the Trustees and Auditors shall be made thereat, also the report of the Certified Public Accountant. An annual report shall be made at the first meeting in July before the installation of Officers.

Section 3. No member shall speak more than twice on the same question except by permission of the chair.

Section 4. A member found guilty of disturbing a meeting of Local 14 & 14-B as delineated in Roberts Rules of Order, Article 6, Section 43, the Chairman may discipline said member, subject to appeal as outlined in Article 4; Section 21, Roberts Rules, by imposing a fine of ten dollars ($10.00) or expulsion from the meeting or both. Article 23, Sub-division 7; Section (f), International Constitution of the Operating Engineers shall be the guide for the enforcement of this section.

[RETYPE FOR APPENDIX]

Section 5. Special meetings shall be called as provided for in the Constitution of the International Union and each member shall be notified by a notice mailed at least forty-eight (48) hours previous to the time of such meeting.

Section 6. At special meetings only special business shall be transacted and such business must be announced in the notification of such meetings.

Section 7. Should any question arise during the meeting for which there is no provision made either in the Constitution or By-Laws, the President must rule on it to the best of his ability subject to an immediate appeal from his decision. On such an appeal the vote of a majority of the members in good standin present shall prevail.

Section 8. When an appeal is taken, the appellant shall state his reasons for making the appeal. The chair shall state the reason for rendering the decision, after which the chair shall put the question of appeal to a vote of the membership assembled.

Parliamentary Law

Section 9. Roberts' Rules of Order shall be the parliamentary authority on all procedure not covered by the Constitution. Laws, Rules, Obligation and Ritual of the International Union or Local Unions subordinate thereto.

ARTICLE IV. Membership

Section 1. A candidate for membership in Local Union 14 of the International Union of Operating Engineers shall be a New York City Licensed Engineer and otherwise fulfill the requirements of the Constitution of the International Union of Operating Engineers.

Section 2. No person shall be admitted to membership in this Local Union, who is a member or in any way connected with the Nazi, Fascist or Communist Party or any subversive society, that advocates the overthrowing or undermining of our trade unions or our American way of life. That the Executive Board before granting an application shall have the assurance that the applicant is not or never intends to be associated with the above-mentioned groups.

Section 3. Any person who is found to have made misrepresentations or misstatements in his application for membership shall be expelled after due trial and conviction.

Section 4. Members signing as vouchers for candidates for membership, shall not be permitted to act on Investigationg or Examining Committees, nor act as teller at the election of candidates. A member is not permitted to vouch for a new candidate unless:

1. He has been a member of Local 14 for at least five (5) years.

2. He is in good standing.

[RETYPE FOR APPENDIX]

3. He displays his dues book and Engineers License when appearing before the Executive and Investigating Committees with candidates that he is sponsoring.

Section 5. An applicant must appear before the Executive Board with his two vouchers, who have already received the sanction of the body to vouch for such applicant. Upon application being granted by the Executive Board, he is referred to the investigating Committee for further investigation. Receiving the report of this Board, he is presented to the body for ballot, at which time his license must be displayed. The election of candidates to membership shall be held by paper ballot at the regular meeting in each month. No member shall be eligible to vote for a candidate unless he has a current dues stamp in his dues book. Any member attempting to violate the foregoing rules for voting shall be subject to charges brought against him by the Local Union.

Section 6. No applicant having been accepted by the Local Union shall be allowed to work upon the jurisdiction of Local Union 14 until his full initiation fee and all other taxes, assessments and fees have been paid.

Section 7. A candidate or man to be organized into Local 14-B shall appear before the Executive and Investigating Committees who shall investigate his status in regard to the type of work he is engaged in and by whom he is employed. After the report of the investigating Committee, his name will be placed on the paper ballot to be voted on at the next

regular meeting under the heading of 14-B. Candidates for 14-B will be processed at the second Executive Board meeting of the month.

ARTICLE V. Initiation and Examining Fees.

The initiation fee of this Local Union shall be two hundred dollars ($200.00), plus such other fees, taxes, assessments or other charges required to be paid to the International Union of Operating Engineers. There shall be an investigating fee of sixty dollars ($60.00), which shall accompany the application and the balance shall be paid before a candidate is initiated, unless the Executive Board shall extend the time for payment. No extensions beyond sixty (60) days from the date of initiation shall be granted.
The initiation fee for Local 14-B shall be fifty dollars($50.00).

ARTICLE VI. Dues

The amount of dues to be paid by the members of Local 14 and 14-B shall not be less than three dollars ($3.00) per month and may be fixed or changed by a majority vote by secret ballot of the members in good standing at a regular or special meeting after reasonable notice of the intention to vote upon such question. Any assessment voted by the membership as outlined above shall be paid before dues stamps are issued.

ARTICLE VII

Funds

The General Fund of this Local Union having been raised for the purpose of carrying on the business of properly representing its members in all industrial activity affecting their rights and duties as members of organized labor, to improve the standards of wages and conditions of work, and the protection and assistance of its members in all proper fields of endeavor, it is the declared policy of said Local Union that no money from the General Funeral shall be given or loaned to any member or donated for any purpose whatsoever. However, by a majority vote of the members present and voting at a regular meeting, contributions may be voted out of the General Fund to such worthy organizations or for purposes which are of vital interest and benefit to the membership of said Local 11.

ARTICLE VIII

Discipline and Good and Welfare of the Local Union

Section 1. The Local Union acting through its President and Business Agents is empowered to take any and all provisions and actions to protect its membership and assets in its integrity and composition consistent with the provisions of due process incorporated in the Constitution.

All customs and practices existing in the Local Union shall continue in full force and effect, except insofar as they may conflict with the International Constitution, the Labor-Management Reporting and Disclosure Act of 1959 or other applicable law.

The members shall conform to "Duties of Members" as contained in Article 23, Subdivision 3; Section (A), (B) and (C) of the International Constitution.

ARTICLE IX

General Provisions

Section 1. When a member is laid off from an incompleted job, he still holds a claim on the same within the framework of the membership of this Local Union. He may work on another job, but upon his failure to return to the original job on the first day it resumes operation, the said member forfeits his claim to said job. At the time of temporary layoff, he shall notify the office of his claim. To entitle a member to the privileges of this Section, he shall be a member in good standing at the time he seeks to enforce his claim.

Section 2. Any member who fails to obey an order or summons to appear before the Local Union, the Executive Board, or any Committee of the Local Union shall pay the sum of ten dollars ($10.00) unless a good and satisfactory excuse is offered and accepted by the Local Union.

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Section 3. Any member who considers he has a just grievance against this Local Union must first exhaust every means provided for in the Constitution of the International Union of Operating Engineers before resorting to any civil or other action except as provided for under the Labor-Management Reporting and Disclosure Act of 1959 and the International Constitution.

Section 4. Any member who considers that his job has been taken improperly by another member shall make a protest to the member taking his job. Upon the failure or refusal of the member to surrender his right to the job to the protesting member, then the controversy shall be submitted to the Business Agent of the district in which the job is located. The decision of the Business Agent shall be subject to appeal to the Executive Board and to the membership at a Regular meeting.

Section 5. A shop steward shall be appointed by the Business Agent and he shall be responsible for working conditions on the job.

Section 6. No member is permitted to hold two jobs at one time which come under the jurisdiction of the Local Union, except in an emergency and with permission of the Local Union through the office or Business Agents. A member is forbidden to cover another Engineer with his license or permit its use except as intended for his own use. The Engineer while at work shall be protected from falling missiles and shall be given adequate protection from the weather.

Section 7. Members shall at all times have their correct address and beneficiary on file in the office of the Local Union.

Section 8. To be eligible for the lighter type of work, a member in the Local five (5) years or more, and over fifty (50) years of age shall be given preference.

Section 9. In the event that a member assumes the position of Contractor or Sub-Contractor on a job under the jurisdiction of said Local Union or has a financial interest in said job, then he must take out a withdrawal card and cease and desist from working as an Engineer on any work within said jurisdiction. Upon a showing that the member is no longer engaged as a Contractor or has a financial interest in said work, then he may deposit his withdrawal card and resume work at the trade as an Engineer.

Membership in said Local Union shall not be granted to applicants who own equipment and intend personally to operate the same on a job in which said applicant is either the Contractor or has a financial interest in the same.

This By-Law shall not apply to a member or person who owns equipment and operates the same on a rental basis exclusively, provided said member or person is not a Contractor or financially interested in said job.

Section 10. Amendments to these By-Laws must be made by a resolution presented to the Secretary and read at a regular meeting of Local 14 and voted by a majority of the members present at the next subsequent meeting.

The officers of Local 14 shall notify the membership at least forty-eight (48) hours in advance that an amendment is to be voted on.

ARTICLE X

Local Death Benefit Fund

Section 1. This Fund, created for the purpose of helping to defray funeral expenses of deceased members, shall be known as the Death Benefit Fund. To be eligible under this Death Benefit Fund the deceased member at the time of death shall have been a member who was not suspended or expelled under Article 23, Subdivision 2, Section (d) of the International Constitution as amended by the 29th Convention in April, 1950.

Section 2. The amount of the yearly Death assessment shall be determined by the Local Union at the 1st Meeting in June by secret ballot of a majority of members in good standing voting. Assessment becomes due and payable July 1st, the start of the fiscal year.

Section 3. The Death Benefit Fund shall be kept in a separate checking account. All Death assessments shall be deposited in this Death Benefit Fund and death benefits paid therefrom; the said fund to be used for no other purpose than for the payment of death benefits and the expense necessary to operate said fund.

Section 4. All death benefits or claims shall be paid from the Death Benefit Fund and no

other funds or property of the Local Union shall be liable for the payment thereof, nor shall the Local be liable beyond the amount at any time available in the Death Benefit Fund.

Section 5. As this benefit is created for the sole purpose of helping to defray funeral expenses of deceased members, a receipted bill from the Funeral Director must be submitted to the Financial Secretary before benefit is paid to any claimant. In the event that the funeral expenses have not been paid, six hundred dollars ($600.00) benefit due from this fund shall be paid to the Funeral Director towards the funeral debt. But in no event shall this clause be construed to mean that the Local Union is or shall be responsible to the Funeral Director for the whole or any part of his funeral bill.

Section 6. Upon presentation of receipted bill from the Funeral Director for funeral debts, the death benefit from this fund shall be paid to such beneficiary as the member may have specified in writing.

Section 7. In cases where no provision has been made by the deceased member for the payment of this benefit, the table covering our International Death Benefit shall be used.

Section 8. All claims shall be made for said death benefit within a period of sixty (60) days from date of death. The beneficiary shall present within the sixty day period to the Financial Secretary a transcript of death, together with an affidavit of the claimant showing the

relationship of the deceased to the beneficiary, or that the beneficiary is the person named by the deceased as beneficiary under the rules of this benefit.

Section 9. It shall be the duty of the Financial Secretary to furnish a suitable floral piece, not to exceed the sum of twenty-five dollars ($25.00).

Section 10. It shall be the duty of the Secretary to forward to the family of the deceased a letter of condolence.

Section 11. The provisions of this Article shall be subject to amendment or repeal at any time upon the vote of a majority of the membership, at a special meeting called for that purpose.

ARTICLE XI

Particular questions concerning wages and conditions of work as well as customs and practices in the trade shall be referable to the Collective Bargaining Agreement covering the work in question as the same may be supplemented by the provisions of these By-Laws and International Constitution.

RALPH DALTON
President, Local #14

JOHN R. EGAN
Recording-Corr. Secretary, Local #14

JAMES R. DILLON
Financial Secretary

Approved February 27, 1961
JOSEPH J. DELANEY
General President, I.U.O.E.

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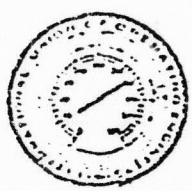
BY-LAWS

of

INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL 14 & 14-B



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335 East 15th Street, New York, N. Y.

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ARTICLE I

SECTION 1. This Local Union is Local Union #14 & 14-B of the International Union of Operating Engineers, chartered by said International Union and it and its members are subject to the provisions of the Constitution of the International Union of Operating Engineers and to any and all provisions and amendments thereto.

SECTION 2. In the event of a conflict between these By-Laws and said Constitution, the provisions of said Constitution shall prevail and all questions of law and fact hereunder shall be subject to the findings and interpretations provided for in said Constitution.

ARTICLE II

SECTION 1. The Officers of the Local Union shall be a President, Vice-President, Recording-Corresponding Secretary, Business Manager — Financial Secretary, Treasurer, Three (3) Trustees, three (3) Auditors, Conductor, Guard and as many Business Agents as may be designated by the Local Union. The office of Financial Secretary and Treasurer shall not be held by the same person. Said Officers and Business Manager shall serve for

three (3) years subject to the provisions of Article 23, Sub-Div. 1, Sec. A of the Constitution of the I. U. of O. E., as amended at the 1964 Convention. Eligibility for members seeking office shall conform to Article 23, Sub-Div. 1, Section B of the International Constitution and shall have been a member of Local #14 for a period of not less than five (5) years.

SECTION 2. The election of Officers, Business Manager, Executive Board and Examining and Investigating Committee shall be held by voting machine at the regular meeting in August. The polls shall be kept open any hours between the hours of 8:00 A. M. and 10:00 P. M. The nominations shall be held at the regular meeting prior to the election and the installation shall take place at the regular meeting in September. The elections shall be conducted under the supervision of five (5) or more tellers as needed, nominated and elected by the Local Union on the night of the nominations. They shall be paid fifty ($50.00) dollars compensation for acting in this capacity. Incumbents for specific office will have first position on the ballot and the other candidates will draw for position. Must be incumbent in the office he is seeking to gain first position on ballot.

SECTION 3. The salaries and expenses of the President, Vice-President, Business Manager—Financial Secretary, Business Agents, Recording-Corresponding Secretary, Treas-

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urer, Guard and Conductor shall be fixed by a majority vote of the members at a special notified meeting prior to the election of said officers.

When any two offices are combined and held by the same person as provided in Article 23, Sub-Div. 1, Section A of the International Constitution, the person holding more than one office for which a salary is paid shall be entitled to receive the salary of only one office, whichever is higher.

SECTION 4. The duties of the Officers shall be as described in Article 23, Sub-Div. 2, Sections A to J inclusive, of the International Constitution.

The President and Business Manager-Financial Secretary shall be designated as Delegates to represent Local #14 & #14-B at all conventions as provided in Article III, Section 3, of the International Constitution.

SECTION 5. The Business Agents shall work under the direct supervision of the Business Manager and their duties shall include the enforcement of all working rules and By-Laws and they shall attend to the members' grievances. They shall assist each other during absences due to vacations, illness, conventions or other causes, by covering the territory under the jurisdiction of Local #14 during such absence, or any similar arrangement as directed by the Business Manager.

SECTION 6. (a) There shall be an Executive Board and it shall be the policy-making body. It shall be comprised of the President, Vice Pres., Rec.-Corres. Secretary, Business Manager-Financial Secretary, Treasurer and twelve (12) other members, all of whom shall be elected at the regular election of the Local in August in accordance with Article 23, Sub-dir. 1, Section C of the International Constitution. The eligibility shall be the same as for the other officers, Article 23, Sub-Div. 1 Section B.

(b) The Executive Board shall be vested with full power to pay all bills or operating expenses, or take action in any emergency that may arise on behalf of the members of this Local Union.

(c) They shall hear all grievances among members relative to trade rules and other disputes that may arise, and make such recommendations together with their findings as they agree upon to the next regular meeting of this Local Union.

(d) They shall report their every act to this Local Union and perform such duties as may be required of them.

(e) Any decision or action taken by the Executive Board or the payment of any emergency bill shall be subject to the approval of the members at the next subsequent regular meeting of the Local Union.

(f) There shall be an Examining and Investigating Committee of seven (7) members, all of whom shall be elected at the regular election of the Local in August, in accordance with Article 23, Sub-div. 1, Section B.

SECTION 7. The President may appoint such other Committees with such duties as he may see fit, for the proper conduct of the affairs of the Local Union. The President shall act ex-officio on all Committees.

ARTICLE III

SECTION 1. The regular meetings of this Local Union shall be held on the second Friday of each month and at such time and place as the Local Union may designate. The Executive Board shall meet on the first and third Tuesday of each month at the office of the Local Union.

SECTION 2. The regular meeting in January, April, July and October shall be known as quarterly meetings and reports of the Trustees and Auditors shall be made thereat, also the report of the Certified Public Accountant. An annual report shall be made at the first meeting in July.

SECTION 3. (a) No member shall speak more than twice on the same subject, except by permission of the chair. He must confine himself to the question and avoid personalities.

(b) A member must always address another member through the chair (no cross-fire).

(c) During debate no member is permitted to disturb the meeting by whispering, walking across the floor or in any other way.

SECTION 4. A member found guilty of disturbing a meeting of Local #14-14-B as delineated in Article III, Section 3A, B and C of these By-Laws and explained in Roberts Rules of order, Article 6, Sec. 43, the Chairman may discipline said member by imposing a fine of $10.00 or expulsion from the meeting or both. This action shall be subject to the provisions of the International Constitution of the Operating Engineers, Article 23, Sub-div. 7, Section F shall be the guide for the enforcement of this action.

SECTION 5. Special meetings shall be called as provided for in the Constitution of the International Union and each member shall be notified by a notice mailed at least forty-eight (48) hours previous to the time of such meeting.

SECTION 6. At special meetings only special business shall be transacted and such

[RETYPE FOR APPENDIX]

business must be announced in the notification of such meetings.

SECTION 7. Should any question arise during the meeting for which there is no provision made either in the Constitution or By-Laws, the President must rule on it to the best of his ability subject to an immediate appeal from his decision. On such an appeal the vote of a majority of the members in good standing present shall prevail.

SECTION 8. When an appeal is taken, the appellant shall state his reasons for making the appeal. The Chair shall state the reason for rendering the decision, after which the Chair shall put the question of appeal to a vote of the membership assembled.

SECTION 9. Roberts' Rules of Order shall be the parliamentary authority on all procedure not covered by the Constitution, Laws, Rules, Obligation and Ritual of the International Union or Local Union subordinate thereto.

ARTICLE IV. Membership

SECTION 1 (a). A candidate for membership in Local Union #14 of the International

Union of Operating Engineers shall be a New York City Licensed Engineer and otherwise fulfill the requirements of the Constitution of the International Union of Operating Engineers.

(b) A candidate shall have at least a minimum of two hundred (200) days' experience on heavy equipment, for example: power shovels, draglines, backhoes, clamshells, piledrivers, cranes and double drum derricks. A candidate should perform satisfactorily on two or more of the aforementioned pieces of equipment.

SECTION 2. No person shall be admitted to membership in this Local Union who is a member, or in any way connected, with the Nazi, Fascist or Communist Party, or any subversive society, that advocated the overthrow or undermining of our trade unions or our American way of life. That the Executive Board, before granting an application, shall have the assurance that the applicant is not or never intends to be associated with the above mentioned groups.

SECTION 3. Members signing as vouchers for candidates shall not be permitted to act on Investigating or Examining Committees, nor act as teller at the election of candidates. A member is not permitted to vouch for a new candidate unless:

1. He has been a member of Local #14 for at least five (5) years, and has not

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vouched for a candidate for the past two (2) years.

2. He is in good standing.

3. He displays his dues book and Engineers License when appearing before the Executive and Investigating Committees with candidates that he is sponsoring.

4. He has known the candidate for at least two years prior to his application for membership. He shall also be responsible for the guidance and direction of the candidate in matters pertaining to the policies of our Union for a period of at least one year after his vouchership of said candidate.

SECTION 4. Any persons who are found to have knowingly made misrepresentations or mis-statements in his application for membership as a candidate or as a voucher for a candidate shall be subject to expulsion after due trial and conviction.

ARTICLE IV

SECTION 5. An applicant must appear before the Executive Board with his two vouchers, who have already received the sanction of the body to vouch for such applicant.

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Upon application being granted by the Executive Board, he is referred to the Investigating Committee for further investigation. Receiving the report of this Board, he is presented to the body for ballot, at which time his license must be displayed. The election of candidates to membership shall be held by paper ballot at the regular meeting in each month. No member shall be eligible to vote for a candidate unless he has a current dues stamp in his dues book. Any member attempting to violate the foregoing rules for voting, shall be subject to charges brought against him by the Local Union.

SECTION 6. No applicant having been accepted by the Local Union shall be allowed to work within the jurisdiction of Local Union #14 until his full initiation fee and all other taxes, assessments and fees have been paid.

SECTION 7. A candidate or man to be organized into Local #14B shall appear before the Executive and investigating Committees, who shall investigate his status in regard to the type of work he is engaged in and by whom he is employed. After the report of the Investigating Committee, his name will be placed on the paper ballot to be voted on at the next regular meeting under the heading of #14-B. Candidates for #14-B will be processed at the second Executive Board meeting of the month.

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ARTICLE V

Initiation and Examining Fees

The initiation fee of this Local Union shall be three hundred ($300.00) dollars, plus such other fees, taxes, assessments or other charges required to be paid to the International Union of Operating Engineers. There shall be an investigating fee of sixty ($60.00) dollars, which shall accompany the application, and the balance shall be paid before a candidate is initiated, unless the Executive Board shall extend the time for payment. No extensions beyond sixty (60) days from the date of initiation shall be granted.

The initiation fee for Local #14-B shall be one hundred ($100.00) dollars.

ARTICLE VI

SECTION 1. The amount of dues to be paid by the members of Local #14 and #14-B shall not be less than the minimum provided under the provisions of the International Constitution and may be fixed or changed by a majority vote by secret ballot of the members in good standing at a regular or special meeting after reasonable notice of the intention to vote upon such question. Any assessment voted by the membership, as outlined above, shall be paid before dues stamps are issued.

SECTION 2. Dues shall be paid quarterly and are due and payable on the first day of the term fixed.

ARTICLE VII

Funds

The General Fund of this Local Union having been raised for the purpose of carrying on the business of properly representing its members in all industrial activity affecting their rights and duties as members of organized labor, to improve the standards of wages and conditions of work and the protection and assistance of its members in all proper fields of endeavor, it is the declared policy of said Local Union that no money from the General Fund shall be given or loaned to any member or donated for any purpose whatsoever. However, by a majority vote of the members present and voting at a regular meeting, contributions may be voted out of the General Fund to such worthy organizations or for purposes which are of vital interest and benefit to the membership of said Local #14.

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ARTICLE VIII

SECTION 1. Discipline and Good and Welfare of the Local Union. The Local Union, acting through its President, Business Manager and Business Agents, is empowered to take any and all provisions and actions to protect its membership and assets in its integrity and composition consistent with the provisions of due process incorporated in the Constitution.

All customs and practices existing in the Local Union shall continue in full force and effect, except insofar as they may conflict with the International Constitution, the Labor-Management Reporting and Disclosure Act of 1959 or other applicable law.

The members shall conform to "Duties of Members" as contained in Article 23, Sub-div. 3; Section A, B, and C of the International Constitution.

SECTION 2. Any of the following acts by a member shall constitute conduct discreditable to the International Union of Operating Engineers and Local Union #14 and #14-B:

a—Being intoxicated or disorderly on the premises of Local Union #14.

b—Being intoxicated while at work.

c—Carelessness involving the destruction of machinery entrusted to his care.

d—Revealing the business of this Local to a non-member.

e—Injuring a brother member by word or deed, in reputation or employment.

f—Allowing a non-member or an unlicensed man to run a member's engine, without authority.

g—Receiving less than the standard wages established by the Local for the ordinary working hours or overtime.

h—Refusing to obey a lawful order of the Business Agents.

i—Taking the place of another member without the consent of the latter or the sanction of the Local Union having jurisdiction.

j—Holding himself out as competent to fill a job for which he is not qualified.

k—Refusing to show working card or dues book to a brother member who first presents his own dues book for identification.

l—Failing to determine whether or not others on a job, doing work within the jurisdiction of the International Union, are members in good standing.

m—Failing to report employment on a job of persons not in good standing.

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Any member convicted of violating the foregoing rules shall be subject to a fine of twenty-five dollars ($25.00) for the first offense and for further violations shall be subject to be fined, suspended or expelled except where the punishment is specified in the laws.

ARTICLE IX

General Provisions

SECTION 1. When a member is laid off from an incompleted job, he still holds a claim on the same within the framework of the membership of this Local Union. He may work on another job, but upon his failure to return to the original job on the first day it resumes operation, the said member forfeits his claim to said job. At the time of temporary layoff, he shall notify the office of his claim. To entitle a member to the privileges of this Section, he shall be a member in good standing at the time he seeks to enforce his claim and have filed his claim on a form provided in the Local Union office.

SECTION 2. Any member who fails to obey an order or summons to appear before the Local Union, the Executive Board, or any Committee of the Local Union, shall pay the

sum of ten dollars ($10.00) unless a good and satisfactory excuse is offered and accepted by the Local Union.

SECTION 3. Any member who considers he has a just grievance against this Local Union must first exhaust every means provided for in the Constitution of the International Union of Operating Engineers before resorting to any civil or other action except as provided for under the Labor-Management Reporting and Disclosure Act of 1959 and the International Constitution.

ARTICLE IX

SECTION 4. Any member who considers that his job has been taken improperly by another member shall make a protest to the member taking his job. Upon the failure or refusal of the member to surrender his right to the job to the protesting member, then the controversy shall be submitted to the Business Agent of the district in which the job is located. The decision of the Business Agent shall be subject to appeal to the Executive Board and to the membership at a Regular meeting.

SECTION 5. No member is permitted to hold two jobs at one time, which comes under

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the jurisdiction of the Local Union, except in an emergency and with permission of the Local Union, through the office or Business Agents. A member is forbidden to cover another Engineer with his license or permit its use except as intended for his own use. The Engineer while at work shall be protected from falling missiles and shall be given adequate protection from the weather.

SECTION 6. Members shall at all times have their correct address and beneficiary on file in the office of the Local Union.

SECTION 7. To be eligible for the lighter type of work, a member in the Local five (5) years or more, and over fifty (50) years of age, shall be given preference.

SECTION 8. In the event that a member assumes the position of Contractor or Sub-Contractor on a job under the jurisdiction of said Local Union or has a financial interest in said job, then he must take out a Withdrawal Card and cease and desist from working as an Engineer on any work within said jurisdiction. Upon a showing that the member is no longer engaged as a Contractor or has a financial interest in said work, then he may deposit his Withdrawal Card and resume work at the trade as an Engineer.

Membership in said Local Union shall not be granted to applicants who own equipment and

intend personally to operate the same on a job in which said applicant is either the Contractor or has a financial interest in the same.

This By-Law shall not apply to a member or person who owns equipment and operates the same on a rental basis exclusively, provided said member or person is not a Contractor or financially interested in said job.

SECTION 9. Amendments to these By-Laws must be made by a resolution presented to the Secretary and read at two (2) regular meetings of Local #14 and voted by a majority of the members present at the next subsequent meeting.

The Office of Local #14 shall notify the membership at least forty-eight (48) hours in advance that an amendment is to be voted on.

ARTICLE X

Local Death Benefit Fund

SECTION 1. This Fund, created for the purpose of helping to defray funeral expenses of deceased members, shall be known as the Death Benefit Fund. To be eligible under this Death Benefit Fund the deceased member, at the time of his death, shall have been a mem-

ber who was not suspended or expelled under Article 23, sub-div. 7, Section d of the International Constitution as amended by the 27th Convention in April 1964.

SECTION 2. The amount of the yearly Death Assessment shall be determined by the Local Union at the last meeting in June, by secret ballot of a majority of members in good standing voting. Assessment becomes due and payable July 1st, the start of the fiscal year.

SECTION 3. The Death Benefit Fund shall be kept in a separate checking account. All Death Assessments shall be deposited in this Death Benefit Fund and death benefits paid therefrom; the said fund to be used for no other purpose than for the payment of death benefits and the expense necessary to operate said Fund.

SECTION 4. All death benefits or claims shall be paid from the Death Benefit Fund and no other funds or property of the Local Union shall be liable for the payment thereof, nor shall the Local be liable beyond the amount at any time available in the Death Benefit Fund.

SECTION 5. Under the provisions of this article a benefit of six hundred dollars ($600.00) shall be paid to beneficiaries of deceased members.

SECTION 6. The death benefit from this Fund shall be paid to such beneficiary as the member may have specified in writing.

SECTION 7. In cases where no provision has been made by the deceased member for the payment of this benefit, the table covering our International Death Benefit shall be used.

SECTION 8. All claims shall be made for said death benefit within a period of sixty (60) days from the date of death. The beneficiary shall present within the sixty (60) day period to the Financial Secretary a transcript of death, together with an affidavit of the claimant showing the relationship of the deceased to the beneficiary, or that the beneficiary is the same person named by the deceased as beneficiary under the rules of this benefit.

SECTION 9. It shall be the duty of the Financial Secretary to furnish a suitable floral piece, not to exceed the sum of twenty-five dollars ($25.00).

SECTION 10. It shall be the duty of the Secretary to forward the family of the deceased a letter of condolence.

SECTION 11. The provisions of this Article shall be subject to amendment or repeal at any time upon the vote of a majority of the membership, at a special meeting called for that purpose.

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ARTICLE XL

Particular questions concerning wages and conditions of work as well as customs and practices in the trade shall be referable to the Collective Bargaining Agreement covering the work in question as the same may be supplemented by the provisions of these By-Laws and International Constitution.

RALPH DALTON
President, Local #14

JOHN R. EGAN
Recording-Corr. Secretary, Local #14

JAMES R. DILLON
Financial Secretary

Approved March 9th, 1955
HUNTER P. WHARTON
General President, I.U.O.E.

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BY-LAWS

of

INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL [illegible]

Affiliated with

AFL-CIO

125 EAST 16th STREET, NEW YORK, N.Y.

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EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

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ARTICLE I

SECTION 1. This Local Union is Local Union #14 & 14-B of the International Union of Operating Engineers, chartered by said International Union and it and its members are subject to the provisions of the Constitution of the International Union of Operating Engineers and to any and all provisions and amendments thereto.

SECTION 2. In the event of a conflict between these By-Laws and said Constitution, the provisions of said Constitution shall prevail and all questions of law and fact hereunder shall be subject to the findings and interpretations provided for in said Constitution.

ARTICLE II

SECTION 1. The Officers of the Local Union shall be a President, Vice-President, Recording-Corresponding Secretary, Business Manager — Financial Secretary, Treasurer, three (3) Trustees, three (3) Auditors, Conductor, Guard and as many Business Agents as may be designated by the Local Union. The office of Financial Secretary and Treasurer shall not be held by the same person. Said Officers and Business Manager shall serve for three (3) years subject to the provisions of Article 23, Sub-Div. 1, Sec. A of the Constitution of the I.U. of O.E., as amended at the 1964 Convention. Eligibility for members

seeking office shall conform to Article 23, Sub-Div. 1, Section B of the International Constitution and shall have been a member of Local #14 for a period of not less than five (5) years.

SECTION 2. The election of Officers, Business Manager, Executive Board and Examining and Investigating Committee shall be held by voting machine at the regular meeting in August. The polls shall be kept open any hours between the hours of 8:00 A.M. and 10:00 P.M. The nominations shall be held at the regular meeting in May prior to the election and the installation shall take place at the regular meeting in September. The elections shall be conducted under the supervision of five (5) or more tellers as needed, nominated and elected by the Local Union on the night of the nominations. They shall be paid fifty ($50.00) dollars, compensation for acting in this capacity. Incumbents for specific office will have first position on the ballot and the other candidates will draw for position. Must be incumbent in office he is seeking to gain first position on ballot.

SECTION 3. The salaries and expenses of the President, Vice-President, Business Manager-Financial Secretary, Business Agents, Recording-Corresponding Secretary, Treasurer, Guard and Conductor shall be fixed by a majority vote of the members at a special notified meeting.

When any two offices are combined and held by the same person as provided in Article 23,

Sub-Div. 1, Section A of the International Constitution, the person holding more than one office for which a salary is paid shall be entitled to receive the salary of only one office, whichever is higher.

SECTION 4. The duties of the Officers shall be as described in Article 23, Sub-Div. 2, Sections A to J inclusive, of the International Constitution.

The President and Business Manager-Financial Secretary shall be designated as Delegates to represent Local #14 & #14-B at all conventions as provided in Artcile III, Section 3, of the International Constitution.

SECTION 5. The Business Agents shall work under the direct supervision of the Business Manager and their duties shall include the enforcement of all working rules and By-Laws and they shall attend to the members' grievances. They shall assist each other during absences due to vacations, illness, conventions or other causes, by covering the territory under the jurisdiction of Local #14 during such absence, or any similar arrangement, as directed by the Business Manager.

SECTION 6. (a) There shall be an Executive Board and it shall be the policy-making body. It shall be comprised of the President, Vice Pres., Rec.-Corres. Secretary, Business Manager-Financial Secretary, Treasurer and twelve (12) other members, all of whom shall be elected at the regular election of the Local in August in accordance with Article 23,

Sub-div. 1, Section C of the International Constitution. The eligibility shall be the same as for the other officers, Article 23, Sub-Div., 1 Section B.

(b) The Executive Board shall be vested with full power to pay all bills or operating expenses, or take action in any emergency that may arise on behalf of the members of this Local Union.

(c) They shall hear all grievances among members relative to trade rules and other disputes that may arise, and make such recommendations together with their findings as they agree upon to the next regular meeting of this Local Union.

(d) They shall report their every act to this Local Union and perform such duties as may be required of them.

(e) Any decision or action taken by the Executive Board or the payment of any emergency bill shall be subject to the approval of the members at the next subsequent regular meeting of the Local Union.

(f) There shall be an Examining and Investigating Committee of seven (7) members, all of whom shall be elected at the regular election of the Local in August, in accordance with Article 23, Sub-div. 1, Section B.

SECTION 7. The President may appoint such other Committees with such duties as he may see fit, for the proper conduct of the affairs of the Local Union. The President shall act ex-officio on all Committees.

ARTICLE III

SECTION 1. The regular meetings of this Local Union shall be held on the second Friday of each month and at such time and place as the Local Union may designate. The Executive Board shall meet on the first and third Tuesday of each month at the office of the Local Union.

SECTION 2. The regular meeting in January, April, July and October shall be known as quarterly meetings and reports of the Trustees and Auditors shall be made thereat, also the report of the Certified Public Accountant. An annual report shall be made at the first meeting in July.

SECTION 3. (a) No member shall speak more than twice on the same subject, except by permission of the chair. He must confine himself to the question and avoid personalities.

(b) A member must always address another member through the chair (no cross-fire).

(c) During debate no member is permitted to disturb the meeting by whispering, walking across the floor or in any other way.

SECTION 4. A member found guilty of disturbing a meeting of Local 714-14B as delineated in Article III, Section 3A, B and C of these By-Laws and explained in Roberts Rules of Order, Article 6, Sec. 43, the Chairman may discipline said member by imposing a fine of $10.00 or expulsion from the meeting or both. This action shall be subject to the provisions

of the International Constitution of the Operating Engineers, Article 23, Sub-div. 7, Section F shall be guide for the enforcement of this action.

SECTION 5. Special meetings shall be called as provided for in the Constitution of the International Union and each member shall be notified by a notice mailed at least forty-eight (48) hours previous to the time of such meeting.

SECTION 6. At special meetings only special business shall be transacted and such business must be announced in the notification of such meetings.

SECTION 7. Should any question arise during the meeting for which there is no provision made either in the Constitution or By-Laws, the President must rule on it to the best of his ability subject to an immediate appeal from his decision. On such an appeal the vote of a majority of the members in good standing present shall prevail.

SECTION 8. When an appeal is taken, the appellant shall state his reasons for making the appeal. The Chair shall state the reason for rendering the decision, after which the Chair shall put the question of appeal to a vote of the membership assembled.

SECTION 9. Roberts' Rules of Order shall be the parliamentary authority on all procedure not covered by the Constitution, Laws, Rules, Obligation and Ritual of the International Union or Local Unions subordinate thereto.

ARTICLE IV

Membership

SECTION 1. (a) A candidate for membership in Local Union 14 of the International Union of Operating Engineers shall be a New York City Licensed Engineer and otherwise fulfill the requirements of the Constitution of the International Union of Operating Engineers.

(b) A candidate shall have at least a minimum of two hundred (200) days' experience on heavy equipment, for example: power shovels, draglines, backhoes, clamshells, pile-drivers, cranes and double drum derricks. A candidate should perform satisfactorily on two or more of the aforementioned pieces of equipment.

SECTION 2. No person shall be admitted to membership in this Local Union who is a member, or in any way connected, with the Nazi, Fascist or Communist Party, or any subversive society, that advocated the overthrow or undermining of our trade unions or our American way of life. That the Local Union before granting an application, shall have the assurance that the applicant is not or never intends to be associated with the above mentioned groups.

SECTION 3. Members signing as sponsor for candidates shall not be permitted to act on Investigating or Examining Committees. A

member is not permitted to sponsor a new candidate unless:

1. He has been a member of Local #14 for at least five (5) years, and has not sponsored a candidate for the past (2) years.
2. He is in good standing.
3. He displays his dues book and Engineers License when appearing before the Executive and Investigating Committees with candidates that he is sponsoring.
4. He has known the candidate for at least two years prior to his application for membership. He shall also be responsible for the guidance and direction of the candidate in matters pertaining to the policies of our Union for a period of at least one year after his sponsoring of said candidates.

SECTION 4. Any persons who are found to have knowingly made misrepresentations or mis-statements in his application for membership as a candidate or as a sponsor for a candidate shall be subject to expulsion after due trial and conviction.

SECTION 5.

1. A new applicant, or a transfer bearing a Clearance Card or Withdrawal Card, shall appear before a regular membership meeting when properly notified by the Local Union, and his engineer's license displayed.

2. A new applicant shall be accompanied by his two sponsors.
3. Upon notification he will next appear before the Examining and Investigating Committee together with his sponsors for examination and investigation.
4. The applicant will next appear before the Executive Board, who will review the report of the Examining and Investigating Committee. After interviewing the applicant and his sponsors they will make final determination as to the qualifications of the applicant for membership in Local #14. This determination shall be made on the basis of uniform standards and shall not be discriminatory in any manner and shall be in accordance with all applicable law.

Clearance Cards (transfers) will follow the same procedure as above, except that they will not need sponsors.

SECTION 6. No applicant having been accepted by the Local Union, shall be allowed to work within the jurisdiction of Local #14 until his full initiation fee and all other taxes, assessments and fees have been paid as a member.

SECTION 7. A new applicant or a transfer bearing a Clearance Card or Withdrawal Card for admission into Local #14-B, shall appear before a regular membership meeting when properly notified by the Local Union and his

engineer's license displayed, if required. Upon notification he will next appear before the Investigating and Examining Committee for examination and investigation. After report of the Investigating Committee the applicant for 14-B shall appear before the Executive Board as provided for in Section 5, Article IV.

ARTICLE V

Initiation and Examining Fees

The initiation fee of this Local Union shall be three hundred ($300.00) dollars, plus such other fees, taxes, assessments or other charges required to be paid to the International Union of Operating Engineers. There shall be an investigating fee of sixty ($60.00) dollars, which shall accompany the application, and the balance shall be paid before a candidate is initiated, unless the Executive Board shall extend the time for payment. No extensions beyond sixty (60) days from the date of initiation shall be granted.

The initiation fee for Local #14-B shall be one hundred ($100.00) dollars.

ARTICLE VI

SECTION 1. The amount of dues to be paid by the members of Local #14 and #14-B shall not be less than the minimum provided under the provisions of the International Con-

stitution and may be fixed or changed by a majority vote by secret ballot of the members in good standing at a regular or special meeting after reasonable notice of the intention to vote upon such question. Any assessment voted by the membership, as outlined above, shall be paid before dues stamps are issued.

SECTION 2. Dues shall be paid quarterly and are due and payable on the first day of the term fixed.

ARTICLE VII

Funds

The General Fund of this Local Union having been raised for the purpose of carrying on the business of properly representing its members in all industrial activity affecting their rights and duties as members of organized labor, to improve the standards of wages and conditions of work and the protection and assistance of its members in all proper fields of endeavor, it is the declared policy of said Local Union that no money from the General Fund shall be given or loaned to any member or donated for any purpose whatsoever. However, by a majority vote of the members present and voting at a regular meeting, contributions may be voted out of the General Fund to such worthy organizations or for purposes which are of vital interest and benefit to the membership of said Local #14.

ARTICLE VIII

SECTION 1. Discipline and Good and Welfare of the Local Union. The Local Union, acting through its President, Business Manager and Business Agents, is empowered to take any and all provisions and actions to protect its membership and assets in its integrity and composition consistent with the provisions of due process incorporated in the Constitution.

All customs and practices existing in the Local Union shall continue in full force and effect, except insofar as they may conflict with the International Constitution, the Labor-Management Reporting and Disclosure Act of 1959 or other applicable law.

The members shall conform to "Duties of members" as contained in Article 23, Sub-div. 3; Section A, B, and C of the International Constitution.

SECTION 2. Any of the following acts by a member shall constitute conduct discreditable to the International Union of Operating Engineers and Local Union #14 and #14-B:

a—Being intoxicated or disorderly on the premises of Local Union #14.

b—Being intoxicated while at work.

c—Carelessness involving the destruction of machinery entrusted to his care.

d—Revealing the business of this Local to a non-member.

e—Injuring a brother member by word or deed, in reputation or employment.

f—Allowing a non-member or an unlicensed man to run a member's engine, without authority.

g—Receiving less than the standard wages established by the Local for the ordinary working hours or overtime.

h—Refusing to obey a lawful order of the Business Agents.

i—Taking the place of another member without the consent of the latter or the sanction of the Local Union having jurisdiction.

j—Holding himself out as competent to fill a job for which he is not qualified.

k—Refusing to show working card or dues book to a brother member who first presents his own dues book for identification.

l—Failing to determine whether or not others on a job doing work within the jurisdiction of the International Union, are members in good standing.

m—Failing to report employment on a job of persons not in good standing.

Any member convicted of violating the foregoing rules shall be subject to a fine of twenty-five ($25.00) dollars for the first offense and for further violations shall be subject to be fined, suspended or expelled except where the punishment is specified in the laws.

ARTICLE IX

General Provisions

SECTION 1. When a member is laid off from an incompelted job, he still holds a claim on the same within the framework of the membership of this Local Union. He may work on another job, but upon his failure to return to the original job on the first day it resumes operation and after proper notification the said member forfeits his claim to said job. At the time of temporary layoff, he shall notify the office of his claim. To entitle a member to the privileges of this Section, he shall be a member in good standing at the time he seeks to enforce his claim and have filed his claim on a form provided in the Local Union office.

SECTION 2. Any member who fails to obey an order or summons to appear before the Local Union, the Executive Board, or any Committee of the Local Union, shall pay the sum of ten ($10.00) unless a good and satisfactory excuse is offered and accepted by the Local Union.

SECTION 3. Any member who considers he has just grievance against this Local Union must first exhaust every means provided for in the Constitution of the International Union of Operating Engineers before resorting to any civil or other action except as provided for under the Labor-Management Reporting and Disclosure Act of 1959 and the International Constitution.

SECTION 4. Any member who considers that his job has been taken improperly by another member shall make a protest to the member taking his job. Upon the failure or refusal of the member to surrender his right to the job to the protesting member, then the controversy shall be submitted to the Business Agent of the district in which the job is located. The decision of the Business Agent shall be subject to appeal to the Executive Board and to the membership at a Regular meeting.

SECTION 5. No member is permitted to hold two jobs at one time, which comes under the jurisdiction of the Local Union, except in an emergency and with permission of the Local Union, through the office or Business Agents. A member is forbidden to cover another Engineer with his license or permit its use except as intended for his own use. The Engineer while at work shall be protected from falling missiles and shall be given adequate protection from the weather.

SECTION 6. Members shall at all times have their correct address and beneficiary on file in the office of the Local Union.

SECTION 7. To be eligible for the lighter type of work, a member in the Local five (5) years or more, and over fifty (50) years of age shall be given preference.

SECTION 8. In the event that a member assumes the position of Contractor or Sub-Contractor on a job under the jurisdiction of

said Local Union or has a financial interest in said job, then he must take out a Withdrawal Card and cease and desist from working as an Engineer on any work within said jurisdiction. Upon a showing that the member is no longer engaged as a Contractor or has a financial interest in said work, then he may deposit his Withdrawal Card and resume work at the trade as an Engineer.

A membership in said Local Union shall not be granted to applicants who own equipment and intend personally to operate the same on a job in which said applicant is either the Contractor or has a financial interest in the same.

This By-Law shall not apply to a member or person who owns equipment and operates the same on a rental basis exclusively, provided said member or person is not a Contractor or financially interested in said job.

SECTION 9. Amendments to these By-Laws must be made by a resolution presented to the Secretary and read at two (2) regular meetings of Local #14 and voted by a majority of the members present at the next subsequent meeting.

The Office of Local #14 shall notify the membership at least forty-eight (48) hours in advance that an amendment is to be voted on.

ARTICLE X

Local Death Benefit Fund

SECTION 1. This Fund created for the purpose of helping to defray funeral expenses of deceased members, shall be known as the Death Benefit Fund. To be eligible under this Death Benefit Fund the deceased member, at the time of his death, shall have been a member who was not suspended or expelled under Article 23, Sub-div. 7, Section (d) of the International Constitution as amended by the 27th Convention in April 1964.

SECTION 2. The amount of the yearly Death Assessment shall be determined by the Local Union at the last meeting in June, by secret ballot of a majority of members in good standing voting. Assessment becomes due and payable July 1st the start of the fiscal year.

SECTION 3. The Death Benefit Fund shall be kept in a separate checking account. All Death Assessments shall be deposited in this Death Benefit Fund and death benefits paid therefrom; the said fund to be used for no other purpose than for the payment of death benefits and the expense necessary to operate the said Fund.

SECTION 4. All death benefits or claims shall be paid from the Death Benefit Fund and no other funds or property of the Local Union shall be liable for the payment thereof, nor shall the Local be liable beyond the amount

at any time available in the Death Benefit Fund.

SECTION 5. Under the provisions of this article a benefit of six hundred dollars ($600.00) shall be paid to beneficiaries of deceased members.

SECTION 6. The death benefit from this Fund shall be paid to such beneficiary as the member may have specified in writing.

SECTION 7. In cases where no provision has been made by the deceased member for the payment of this benefit, the table covering our International Death Benefit shall be used.

SECTION 8. All claims shall be made for said death benefit within a period of sixty (60) days from the date of death. The beneficiary shall present within the sixty (60) day period to the Financial Secretary a transcript of death, together with an affidavit of the claimant showing the relationship of the deceased to the beneficiary or that the beneficiary is the same person named by the deceased as beneficiary under the rules of this benefit.

SECTION 9. It shall be the duty of the Financial Secretary to furnish a suitable floral piece.

SECTION 10. It shall be the duty of the Secretary to forward the family of the deceased a letter of condolence.

SECTION 11. The provisions of this Article shall be subject to amendment or repeal at any time upon the vote of a majority of the membership, at a special meeting called for that purpose.

ARTICLE XI

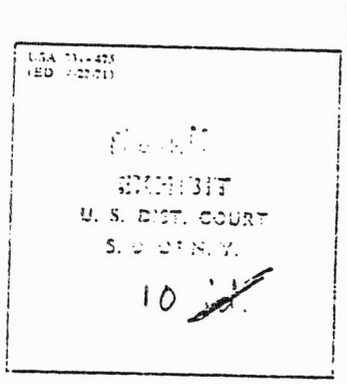
Particular questions concerning wages and conditions of work as well as customs and practices in the trade shall be referable to the Collective Bargaining Agreement covering the work in question as the same may be supplemented by the provisions of these By-Laws and International Constitution.

THOMAS J. NOLAN
Business Manager, Local 514

RALPH DALTON
President, Local 514

JOHN R. EGAN
Recording-Corr. Secretary, Local 514

Approved February 12th, 1970
HUNTER P. WHARTON
General President, I.U.O.E.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[RETYPE FOR APPENDIX]

MINUTES REGULAR & QUARTERLY MEETING
LOCAL UNION 14 & 14B I.U. of O. E.
HELD AT HOTEL & CLUB EMPLOYEES LOCAL #6 HALL
305 WEST 44th STREET, N. Y. C.

JULY 10, 1964

The meeting was called to order at 8:00 P.M. Bro. Pres. Ralph Dalton presiding

The Chair instructed the Conductor to examine all persons present and the Conductor reported all present qualified to stay.

Roll call of Officers showed all present.

The minutes of the last regular meeting held June 12, 1964 were read and upon motion they were unanimously adopted as read.

The minutes of the Executive Board meeting held June 16, 1964 were read and upon motion they were unanimously adopted as read.

The minutes of the Executive Board meeting held July 7, 1964 were read and after a discussion and upon motion they were unanimously adopted as read.

The report of the Examining and Investigating Committee meetings held June 16, 1964 and July 7, 1964 were read and upon motion they were accepted to be placed on file.

The Clearance Cards deposited for acceptance into Local 14 & 14B were reported as follows:

Samuel R. Serio	Local #15A	Reg.#990438
John Gall, Jr.	Local #15A	Reg.#975026
Graziano Vassallo	Local #610	Reg.#1063764

APPLICATIONS:
The Chair advised that the unemployment situation is such that the processing of new applicants and clearance cards will not be considered at this time.

Bros. Walter McKenna and William Freer registered their intention to sign as vouchers on the application for membership of William McCusker.

At this time the Chair presented James V. O'Sullivan, Director of the Joint Welfare and Pension Funds, who addressed the assembled members on the manner in which the participating members of the Funds can avail themselves of his services when an emergency of sickness or accident occurred and quick action for emergency treatment or hospitalization is necessary. Bro. O'Sullivan advised that he and his office is available at all times and gave the telephone numbers where he or his office can be reached in an emergency.

At this time the Chair announced that the nominations for Delegates to the New York State Conference I.U. of O.E. as reported in the notice for this meeting was in order and advised that as recommended by the Executive Board four (4) Delegates would be elected who would also attend the New York State A.F.L.-C.I.O. Convention and the New York State Building and Construction Trades Council Convention all being held in New York City at the same time. The Chair called for nominations and the following members were nominated.

Bros. John Manchester, Reg.#234589 and Harold Manchester, Reg.#1019960 on the application of Kenneth Manchester.

Bros. Francis N. Rooney, Reg.#647946 and Allen B. Usher, Reg.#641228 on the application of Stephen F. Rooney.

Bros. Tommy Nolan, Reg.#233597 and James H. Seganti, Reg.#971834 on the application of William Conway.

The balloting on the question requiring the retired members to pay $5.00 per month dues having been completed the Tellers reported the results as follows:

Shall dues of $5.00 per month be paid by retired and exempt members of Local 14 & 14B, effective July 1, 1967.

Yes.....	71
No	101
Total -	172

The balloting on the question of assessments for the coming year having been completed the Tellers reported as follows:

Shall the assessments for the fiscal year, July 1, 1967 to June 30, 1968 be $25.00.

Yes.....	145
No.....	23
Total -	168

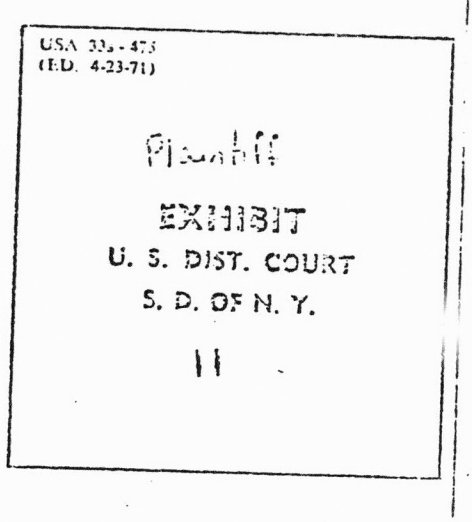
BUSINESS AGENTS' REPORTS:

Bro. Wade made his report wherein he reported jobs manned and complaints adjusted. He also explained the situation where the City Safety Authorities are contemplating the prohibiting of long boom cranes operating on the City St. and how contractors who use these long boom cranes are very much concerned, and upon motion seconded and carried the report was accepted.

Bro. Broderick made his report wherein he reported jobs manned and complaints adjusted. He also reported on the progress of the Vacation Fund and advised that the membership could deposit their stamps with the Fund every three months for safe keeping. Bro. Broderick also described the manner in which the Employer will make deductions for tax purposes and upon motion, seconded and carried the report was accepted.

Bro. Nolan made his report wherein he reported jobs manned and pointed out that work has picked up to such an extent that permit men are being used and the Local should take in new members and he recommended that five candidates from the existing list of request of sponsors and clearance cards and five candidates to be organized from the City and Stevedoring Industry be processed to be balloted on for membership in Local 14 & 14B and upon motion, seconded and carried Bro. Nolan's report, together with the recommendations for processing and balloting on candidates for membership were accepted and approved. Bro. Nolan also discussed the matter of renegotiating our agreements with Rigging Contractors Assn. and explained that because of the pecularities of their type of work they are looking for some changes and after considerable discussion on this matter it was the consensus of opinion expressed that no changes be made with the Riggers.

Bro. Flatley made his report wherein he reported jobs manned and complaints adjusted. He also pointed out our shortage of men to cover jobs and that the need for double drum men on steel is going to increase and he suggested that the members employed on this type of work endeavor to break in men to operate the double drum equipment. Upon motion, seconded and carried the report was accepted.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REGULAR MONTHLY MEETING
LOCALS 15 & 15A
AUGUST 3, 1967

A regular monthly meeting of Local 15 & 15A was held jointly at the Hotel New Yorker, 8th Avenue at 34th St., New York City on Thursday, August 3, 1967.

The meeting was called to order at 8:45 P.M. with President Tom Maguire presiding. A roll call of Officers revealed all present or accounted for then the minutes of the previous meeting and the minutes of the Executive Board for the past month were read and upon motion duly made and seconded were adopted unanimously.

Next the Secretary read correspondance received from the New York State Building & Construction Trades Council setting the convention date for September 28th & 29th, 1967 at the Hotel Commodore in New York City.

Notice was also received from the New York State AFL-CIO announcing convention date of October 2nd, 3rd and 4th, 1967 in New York City.

Next the president was saddened to report on the deaths since our last regular meeting of Brothers Edward Cairns, John Hatton and John McDonald. A minute of silent prayer was observed in memory of these departed brothers.

Next the reports of Business Agents were given as follows.

Brother John Murphy reported that work had picked up but that we were still in no position to find any work for non-member relatives. He reported new work as follows:

South Gate Apartment XXXXX Corp. ready to start five apartments at Lindenwood Village, Howard Beach, 85th St. to 87th St. South of Sunrise Highway $4,000,000.

Vacar Const Corp was low bidder on Substructures of Cross Bay Blvd. Bridge at $3,920,439.
Peter Kiewit at $4,632,200. J Rich Steers at $4,740,444.

Silverblatt was low bidder on Apartment Building (768 Families and Community facilities at Surf Av & west 22nd St to West 24th St to Mermaid Av, Coney Island at $6,127,200.

Brother Murphys report was then accepted as given.

REGULAR QUARTERLY MEETING
LOCAL 15D
APRIL 9, 1969

A regular quarterly meeting of Local 15D was held on Wednesday, April 9, 1969 at the Hotel New Yorker 8th Ave. at 34th St., New York City.

The meeting was called to order at 8:45 PM with Pres. Tom Maguire presiding. A roll call of Officers revealed all present or accounted for. Then the minutes of the last regular meeting were read and upon motion duly made and seconded were adopted unanimously.

Next, the Secretary read communications from the Building Trades Council and the Good Roads Association. Pres. Maguire im commenting on the letter from the Building Trades noted that the 1¢ per hour contribution to the Board of Urban Affairs would not come out of our negotiated package.

Next, Pres. Maguire reported on the deaths, since our last regular meeting of BrothersJoseph Mitchell, Joseph Domanick, William Spiess, Anthony Errichiello, James McGough, Henry Fannon Sr., William Woodward, Peter Caggiano, John Meissner, Walter Earley, John Marini, Edward Maher, Frank Shartle, Robert Ahders, Edward Wesley, Earl Plato and Angelo Baris. A minute of silent prayer was observed in memory of these departed Brothers

Next, Brother Tom Maguire Jr. reported the work situation was good but cautioned against relaxing on our conditions. He noted that we are short of qualified people and if members have any experienced relatives or friends they should refer them to the Union. He also noted that Local 478 Operating Engineers in Conn. has now undertaken the organization of Survey Engineers, which we had begun to organize and requested that 15D men get clearence to work in Conn. Bro. Maguire in mentioning the negotiations noted that Local 15 would sit down first with the contractors and then Local 15D would be guided. He requested that any suggestions for 15D demands be given to the Business Agents after the meeting.

He also stated that with July 4th holiday approaching it would be wise to work the preceding day of the holiday in order to protect the guaranteed holiday arrangement as outlined in our agreement.

Then Brother Geraghty also expressed his congratulations to President Maguire on his election as Vice-President of the State AFL-CIO. He noted that we are still seeking an extension on the waiver to the residency requirement for the Class C Cherry Picker License, and instructed the members affected by the requirement to call the office so that we can build a case for the extension. Brother Geraghty then reported that Local 15 has won the tractor operators election , June 19th and that the City Oilers election would be held on July 28th.

Then Brother Maguire Jr. congratulated Preseident Maguire on his election as a Vice-President to the State AFL-CIO noting that this was an addition to the many titles that he already holds. He noted that he had been able to place some of the members' sons as Rodman for the summer months and asked members to be patient in this matter as there are at present more requests than jobs available.

Next President Maguire introduced Brother James V. O'Sullivan noting that he was one of the most capable administrators in the country. Brother Jim O' Sullivan stated that President Maguire was responsible in no small way for Local 15's success in increasing benefits. He noted that President Maguire, as a Trustee, was instrumental in increasing X-Ray & Lab Fees from $50 to $75 maximum.

Next President Maguire introduced Local 15's Attorney William J. Corcoran who congratulated President Maguire on his election as Vice-President to the State AFL-CIO, and the 25 year and 50 year members for service to their local union.

The Cash Receipts for the month of June 1970 as shown in the Cash Receipts Book for the General Fund amounted to $347,742.72

#436 Purchase full page ad in Labor Day Edition of Irish Echo
$100.00

#437 Purchase 10 tickets for Annual Award Dinner to honor Peter J. Brennan, President of Building & Construction Trades Council, at Antun's Restaurant Oct. 9, 1970 given by National Grand Council of Irish Emerald Societies, Inc.
$250.00

#438 Purchase 5 tickets for 8th Annual Dinner-Dance of the Maritime Port Council of Greater New York, Saturday, Oct. 17, 1970 at the Americana Hotel
$250.00

3439 Purchase Page Ad in journal published in conjunction with Annual Convention of Westchester County Police Conference.
$100.00

In closing Brother John Murphy noted that due to full employment at the moment it has become necessary for the Business Agents to send permit men out as operators.

There being no further business and upon motion duly made and seconded the meeting was adjourned at 9:15 P. M.

REGULAR MONTHLY MEETING
LOCALS 15 & 15A
MAY 6, 1971

A Regular Monthly Meeting of Locals 15 & 15A was held on Thursday, May 6, 1971 at the Hotel Manhattan, 44th St. & Eighth Avenue, New York City.

The meeting was called to order at 8:30 with President Tom Maguire presiding. A roll call of Officers revealed all present or accounted for. Then the minutes of the previous meeting and the minutes of the Executive Board for the past month were read and upon motion duly made and seconded were adopted unanimously.

Then the Secretary read a letter from Mrs. Isabelle Sapala Widow of our late Brother John Sapala, thanking President Maguire and the officers and members of Local 15, for their kind expressions of sympathy.

Next President Maguire was saddened to report on the deaths since our last regular meeting of Brothers Thomas Gray, Rudolph Mitt, Eric Forsmark and Joseph Madzelewski. A minute of silent prayer was observed in memory of these departed brothers.

Next President Maguire reported on the contents of a Bill, #538 now before the City Council which would, if passed dissolve the"New York Plan" which is now in operation. President Maguire asked those members living in New York City to petition their councilman to vote against this bill which will reduce changes for minority groups to obtain employment through Local 15.

Then President Maguire reported on his efforts to get Bill #7277-8 passed which would preserve inter-state funds previously alloted for new construction. He stated that he wrote to Gov. Rockefeller, Lieutenant-Gov. Malcolm Wilson and Minority Leader Steingutt asking their support and urged the members present to write their Assembly-Men and Senators requesting their support.

Next President Maguire stated that as of July 1st, our I.B.M. Systems 3 would be in operation and noted that any members paying dues now would receive their dues cards now. Pres. Maguire also stated that effective July 1st, dues for Locals 15 & 15A would be increased by $2.00 per month as previously approved by the membership.

#808. Tough Club Luncheon in honor of unveiling of plaque and raising of Flag donated by Local 15, I. U. O. E.

#818. Purchase 10 tickets @1,000.00 for First Annual Awards Dinner honoring Congressman Biaggi at the Chateau Pelham on June 29, 1971.

#819. Purchase 10 tickets at $150.00 and $500.00 page ad in journal published in conjunction with Annual Dance of Local 137, I. U. O. E. Sept. 11, 1971 at Bear Mountain Inn.

In closing President Maguire reported that we were meeting our committments to minority groups through our apprenticeship and retraining school. He noted that the School is presently being operated on a limited basis (Saturdays Only) and asked our members who are waiting to attend school to be patient.

There being no further business and upon motion made and duly seconded the meeting was adjourned at 9:45 P. M.

it to us; is that right?

A We have people come to us, particularly from out of state that go through these equipment schools. They run from around South Carolina. I saw one from Florida the other day, but from our own investigation of these equipment schools, they are mostly illegitimate. They just take someone for quite a bit of money, and the training that they are able to get in these equipment schools is, to say the least, very limited.

Q But as far as Samuel Gompers School is concerned, that would only be for, as I just described it, to go into one of the other phases of the operation of engineering work?

MR. DALTON: That is right.

A That is right.

Q Let me ask you the question I asked Mr. Cuff:

What would happen if, as a result of community efforts, we were able to produce fifteen or twenty men who would qualify, either because they have got licenses and they are working outside your union, or they have no licenses, and they have been working as helpers, but would appear to be ready for moving into Local 14.

Would there be any limitation on their being able to get in?

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A. Only according to the condition of work at the time.

At our meetings, they generally ask the business agent how work is before they vote on new men.

Almost always and almost at every meeting, they ask. The condition of work depends on whether they are going to vote on new men.

In other words, we would not want to take twenty new men in the local, no matter what color they are and have them be out of work; that is no good, and not a good thing to do. If you take twenty men and put them out of work and leave them out of work, it is no good.

But I don't see any reason why, if we were busy, and there is plenty of work that we would not take them in. I don't say we will take twenty -- we would never take twenty all in at one time, that is for sure.

Q Has Local 14 or Local 14-B agreed to the so-called Brennan proposal, that you will take sponsorship from the Screening Committee?

A No, because we feel -- I don't know who the Screening Committee is.

Q Mr. Brennan has announced the Screening Committee.

A. No matter who they are, they would necessarily refer these people to us?

RETYPED FOR APPENDIX

MR. WADE: Yes.

MR. VALLON: Can a man transfer from 14B to 14?

MR. WADE: Yes.

MR. VALLON: Under what circumstances?

MR. WADE: A license and experience.

MR. VALLON: Have you had any transferees from 14B to 14?

MR. DILLON: Yes.

MR. WADE: Over the years, yes.

MR. VALLON: How many transferees have you had this past year?

MR. WADE: None.

MR. VALLON: During the year before?

MR. WADE: None.

MR. VALLON: The year before that?

MR. WADE: None.

MR. VALLON: So it is fair to say that for all practical purposes, in recent years there has been no connection between 14B and 14 --

MR. WADE: Oh, yes. They are very closely connected. But there is no --

MR. VALLON: In the construction trades.

MR. WADE: We have no transfers for the past three years, no new members, because we haven't had

work.

MR. VALLON: What transfers did you have in 1963?

MR. WADE: None.

MR. VALLON: '62?

MR. WADE: '62 I don't know offhand.

MR. DILLON: We had some in '62. Work was tapering off then and we didn't take any more in.

MR. VALLON: What type of employers do you supply labor to?

MR. DILLON: The building trades, Employers Association, the General Contractors for Heavy Construction Work, the Steel Erectors in New York. We have the groups, the mason contractors -- the brick people that do the brick work on all these buildings.

MR. VALLON: In a previous hearing I believe you testified that the operating engineers work as an adjunct to other --

MR. DILLON: That is correct.

MR. VALLON: (Continuing) -- to other trades.

MR. DILLON: Trades.

MR. VALLON: You work with the bricklayers, with the steel construction, and you have them hoise and move and do other things with their materials?

MR. DILLON: That's right.

* * * *

of 200 days --

MR. MAGUIRE: I don't set no minimum.

MR. VALLON: Local 14 sets it?

MR. MAGUIRE: Don't confuse me. You are talking to Local 15.

MR. VALLON: Just wait a minute.

MR. MAGUIRE: Don't confuse me like you confused these fellows now. If you want me to answer questions for the Commissioners, I am going to answer questions honestly. I have nothing to hide here.

This man has been in our office, got the records, not to disguise it, nothing to make me say how many whites and non-whites they have taken in. The record speaks for itself.

You just go to Mr. Lindsay, please, and ask him to get some of the work that the federal and State money is waiting for and, believe me, I will clear the streets of any non-whites that they want, and any who want work I will put them to work.

MR. VALLON: To get back to my question, sir, do you have a normal apprenticeship program?

MR. MAGUIRE: No, never did have them.

MR. VALLON: Then it is really on the job training?

MR. MAGUIRE: On the job training is what we have.

MR. VALLON: Have you been approached by the State Department of Labor, the Bureau of Apprenticeship?

MR. MAGUIRE: We have had letters on it.

MR. VALLON: To formalize an apprenticeship program?

MR. MAGUIRE: Yes. We thought ours was all right, that we would go along with our own.

MR. VALLON: What are the criteria for judging a man's capability to do the job properly?

MR. MAGUIRE: Judging what?

MR. VALLON: An apprentice.

MR. MAGUIRE: Working?

MR. VALLON: First of all, are your apprentices in each of your branches, or are they located in any one particular branch? You have got 15, 15A, 15C, 15D. Where are your beginners?

MR. MAGUIRE: They start in the shops as a helper.

MR. VALLON: That is in C?

MR. MAGUIRE: That is in C.

They come into 15A first as an apprentice.

MR. VALLON: That is after three years?

MR. MAGUIRE: No. They come in and make out the application. Nobody denied. That is where they come out and go to work with the engineer that is operating the machine. They go out as oilers, and in most cases they come from the shops.

So that when they are in the shop they are working on the machines, they know what makes that machine tick, they know how to grease it, how to oil it, they know how to change oils, change cables, when they go in and want to go on the outside, they come into 15A, they are transferred into 15A.

In some cases where we have a man qualified -- a non-members of the union -- he comes before an executive board, seeks an application:

What did you do?

I worked for so and so as a laborer, for so and so doing some kind of work; I worked around the machine and I know the duties of an oiler, I know how to fire.

We have never turned a man down. Whether he be white, black or what you want; and that goes into today, with the unemployment there is in the City.

MR. VALLON: When a man acts as an oiler, he doesn't operate the machine, he merely operates the

parts, am I correct?

MR. MAGUIRE: No. When a man is out oiling for an operator or engineer in Local 14, 99 per cent of the cases he is taught how to operate by the operator.

MR. VALLON: But he actually doesn't perform the work?

MR. MAGUIRE: Oh, yes, he does perform the work. He is working under a licensed engineer. Sure he does. Definitely.

MR. VALLON: And they permit him to carry --

MR. MAGUIRE: Yes.

MR. VALLON: (Continuing) -- to lift those big loads?

MR. MAGUIRE: Sure. The first day on the job he won't do it, but if he is with that man for any considerable time, he is going to show him step by step; and in due time he gets onto it, because that machine is being covered by a licensed operator.

MR. VALLON: Would it be impractical say to have these men get some sort of training program where they can learn to operate it off the job?

MR. MAGUIRE: No. Too costly in this City.

Number one, in the City of New York we haven't got the room. Number two, the machinery is

so expensive, unless you have some kind of federal program set up like they do in other parts of the country where they have these big fields and they take over work for the State and municipalities. We can't do it here. We don't have the room.

When we were before this Commission before, we did have a piece of property at Idlewild and another piece at Maspeth. Since that time it has been taken away from us. The Port of Authority filled up the new hangars and new runways, and three of our contractors had this 50 acres out in Maspeth, and that is all factories now. We have no place.

The only thing we have now is a welding shop that we try to teach these fellows to weld. All our welders are all certified not only by the City but by the State, by the utility companies. Most of the gas lines that are put in by this City are put in by the men of Local 15 -- all of them, -- 100 per cent -- new construction. Those men have all been schooled with the cost of the local union. To qualify a man for a State examination costs this local union $430.

MR. VALLON: As a welder?

MR. MAGUIRE: As a welder, to be a State qualified welder, $430.

We came up with a figure about $150 for City; qualify a man before he takes the City examination.

MR. VALLON: And you provide --

MR. MAGUIRE: To qualify a man for the utility companies has run anywheres between three and $500. That is the pipe welding.

And I might say to you, Mr. Counsel, and to you, Mr. Commissioners, with all the gas that is running under these streets and the subways in this City, not once, with the help of the Good Guy above us, since we started in 1946 to operate the lines in these five boroughs, not one leak, not one bit of complaint did we have. That is a prety good record. That is what on the job training does to you men.

MR. VALLON: Have you had many applicants from minority group members?

MR. MAGUIRE: Oh, sure. Never turned down one of them.

MR. VALLON: In Local 15 and 15A, how many non-whites do you have?

MR. MAGUIRE: You have a record. It is in there. You are talking up to '63? You are talking up to now? What are you talking?

MR. VALLON: In 1963 you testified as to a figure.

MR. MAGUIRE: You have it.

MR. VALLON: How many Negro journeymen do you have in Local 15 and in Local 15A today?

MR. MAGUIRE: 420.

No. I don't have that breakdown. I am giving you in all the branches. Out of 4,758 men, 420 of minority groups.

MR. VALLON: Would you be good enough to furnish us with a breakdown in your different locals, in your different branches, if you don't have the figure presently today?

MR. MAGUIRE: I would have to get it. I haven't got it with me. I can give it to you for this year.

MR. VALLON: What do you mean this year?

MR. MAGUIRE: That we have taken in this year.

MR. VALLON: How many men were taken into each of your branches this year?

MR. MAGUIRE: 15 and 15A, 35, and seven of those were minority group.

MR. VALLON: Would you give me again?

MR. MAGUIRE: In the year 1966, 15 and 15A

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :

Plaintiff, :

vs. : 72 Civ. 2498

LOCAL 14, et al., :

Defendants. :

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March 6, 1974
2:30 p.m.

Deposition of THOMAS J. NOLAN, taken by plaintiff pursuant to Notice, held at the offices of U. S. Courthouse, Foley Square, New York, N. Y. before Molly Danish, a Certified Shorthand Reporter and Notary Public of the State of New York.

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had an Arab, a guy from Corsica. You ought to see them trying to talk to each other. I worked as a pusher on the job. I had an oiler who couldn't get in the seat fast enough. He and I were fighting all the time. I was trying to learn myself.

Q Would you say that the work you did there was more difficult or about the same as it is here?

A I would say it was easier over there. The City of New York is the toughest place in the country to work, it's very demanding.

Q Why is that?

A First of all on crane work you're working on high structures and in close quarters, you're working out in the street many times. In a housing project it's a little easier. Even there the ground you walk a crane over, you never know if they put a pipeline there, you get your crane over that and the crane tilts into a hole. It's dangerous to work in New York. Overseas you're out in wide open spaces, plus the government is paying for anything. If you turn the cranes over every day you buy a new one. It doesn't make any difference. I know, I turned a couple over.

Q When you came back to New York about what date was that?

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getting a lot of real stiffs for operators coming in. They just got their engineer's license. While a test for the city, the written examination is extensive, the practical test the city gives you is not very difficult. It's very very slow. If a guy gets a license from the city, automatically it doesn't make him a good operator.

We were getting men coming in and we had to take them because they had the license and a couple of sponsors. Later we sent them out on jobs and they couldn't produce. We were stuck with them.

There were a number of accidents occurring. The building department got on our backs. We tightened up the by-laws requiring 200 days paid experience on two out of five pieces out of what we call major equipment, cranes, derricks, power shovels and back-hoes.

Q How would a man go about getting a paid experience?

A Once he had the license.....

For example, the way I worked my way up on long-booms, I went out on a small crane, which I learned how to operate while I was in 15 and which you could learn to operate if you did come out of 15, if you did go on a job and as a laborer you could learn it; I used to break guys in, potentially coming into

gets a job?

A Usually, you see relatively we are a small local. There was four business agents then. Five now. Among the four we know every man in the union and know his capability and what his personality was or wasn't. If it was a dangerous job and you knew the guy drank, you picked a stable character or a fellow you knew was experienced; you wouldn't send a fellow without experience on a long-boom crane, only on smaller cranes.

You go out on the job and see them operate, meet them on the job. You know what they ran. Most of our people usually specialize in one way or another. Like I follow the long-boom cranes almost exclusively for many years. Other guys follow just the steel industry, others the heavy construction industry. Some of them are in the asphalt industry, do the roller work and paving work and so on.

Q Do you have men on rollers?

A Yes.

Q How do you know which men are out of work at any given time?

A I couldn't tell you. You can't tell how many. You don't really know how many are out. We have a dayroom where some of them shape up, some call in and

ask for work, if there is anything. Some of them call each other and give jobs out to each other. We have never stopped them from getting their own jobs. I think I only got about two jobs out of the union myself. I got most of them on my own.

Q Do you keep any list of people who call you?

A When it gets slow and you start having a lot of men coming down the hall. We have an out-of-work list. They sign up and leave their name and phone number. Sometimes we make them put down whether they are hoist operator, crane operator. Usually a guy will put down what he would prefer to go out on. We have been fortunate in the last few years, if you had the list on Monday, by the end of the week it's usually exhausted. Over a week-end you might get another crop.

Q About how many people have been out of work for the last two years?

A In my local there has been practically no unemployment at all. We have a lot of tunnel work going on right now in the City of New York. We have probably 150 men down in the tunnel that normally might be out of work this time of the year maybe from December right to about now.

Q What kind of machines do you run in the

A Actually they just do a more extensive study of the candidate's qualifications. Usually if he is passed by the examining board they just put the final approval on it because it is the policy-making body of the organization. They hold the prerogative to determine whether the guy comes in or not, rather than the examining board. Incidentally both boards are elected. They are not appointed.

Q After the executive board gets done with the application, what do they do then?

A The president swears him in that night.

Q There is no vote of the general body?

A No, the International ruled that out.

Q When a man comes to your union with only army experience, what does the examining board generally do with that kind of a man?

A We are usually very partial to veterans. Before they get to the examining board, if a fellow comes in and tells me he has run this and run that, and brings me a letter, we will send him out on a machine that doesn't necessarily require a license. Some of our equipment doesn't require a license. If a fellow can operate one machine very good, you can see, it's like a guy that drives a car. If he is an

excellent driver he can get from one car to another. If we send him out on equipment that doesn't require a license, one of the business agents will observe him or we will ask the contractor how he is, and we get a good report on him, we help him to get his license and ultimately take him in.

Q Are you also business manager for Local 14-B?

A Yes.

Q Do you have very many people from 14-B transferring to 14?

A Not really. Anyone that gets a license can, but the 14-B fellows, again as I have said before, we have a lot of fellows that specialize in one end of the business or the other. Most of 14-B follows scrap yards or stevedoring men. Some work for the City of New York as city crane men. They usually stay in 14-B. The dues are less for one thing and the initiation fees are a lot cheaper.

Q About how many people have transferred from 14-B to 14 in the last five years, would you say?

A I couldn't really say. I could hazard a guess, probably at least 25 to 30. I wouldn't be positive of it.

Q Are there any requirements for entering

sway in the cable on the booms. Sometimes you are lifting and if they don't have the area roped off, you have cars going down the street and so on. It's a little risky. In the navy yard you would have more control. I think it's more dangerous in the street.

Q Do you have very many accidents with cranes these days?

A Not too many, thank God. But occasionally because they are so big, when you do have one you make the papers right away without any trouble.

MR. MC HUGH: I think that is all I have.

EXAMINATION

BY MR. KENNEDY:

Q Mr. Nolan, Mr. MC Hugh asked you about a man coming with army experience. Do you recall that question?

A Yes.

Q Do you require that man to produce a license from the city?

A Yes.

Q Do you also require under your by-laws and constitution that he be able to operate two types of heavy equipment?

A Yes.

C-41

International Union of Operating Engineers

AFFILIATED WITH A.F.L.-C.I.O.

Building & Construction Trades Council of New York City

LOCAL UNIONS No. 15, 15-A, 15-B, 15-C & 15-D

265 WEST 14th STREET

NEW YORK, N. Y. 10011

245

THOMAS A. MAGUIRE
President and Business Manager
7th Vice President, International Union of Operating Engineers

Tel. WAtkins 9-5327
5328
5329

JOHN T. MURPHY, Business Representative
DONALD F. RODGERS, Business Representative
WILLIAM H. KEENAN, Business Representative
ROBERT D. MURPHY, Business Representative
THOMAS MAGUIRE, JR., Business Representative
JAMES GUILLAN, Business Representative

March 13, 1967

Commission on Human Rights
80 Lafayette Street
New York, New York 10013

RE: Construction and Buildings Trades Hearings

ATT: Michael L. Vallon, Esq.

Dear Sirs:

I wish to acknowledge your letter of February 6, 1967 referrable to the Hearings conducted by your Commission. I will endeavor to furnish you with the information and materials which you have requested.

You will find enclosed copies of the By-Laws of Local Union 15 and the Constitution of the International Union of Operating Engineers as well as copies of the several Collective Bargaining Agreements between Local 15 and the Employer Associations. These include (a) The Iron League; (b) Building Trades Employers Association; (c) General Contractors Association; (d) The Cement League; and (e) Equipment Rental Dealers Association.

The Local Union does not have a formal Apprenticeship program and hence there has been no statement of compliance filed with the Bureau of Apprentice Training, New York State Department of Labor.

Local Union 15C covers the various shops who do the repair and maintenance of the heavy construction equipment owned by the Contractors employing our men. By and large, the men employed in the shops under Local 15C are hired initially by Employers and if these men after a probationary period of six weeks prove satisfactory to the Employer, they are admitted into membership into Local 15C.

The men in Local 15C working in the shops are engaged in the repair and maintenance of heavy construction equipment. The experience and training received by the men in these shops, including the operation of equipment in connection with

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repair and maintenance is looked upon as a training area for operators. Accordingly, Members of Local 15C upon showing that they are qualified to operate competently and safely use the equipment in our trade are transferred, upon application, into Local 15A and Local 15. A Member of Local 15C claiming to be qualified to operate the heavy construction equipment falling within the jurisdiction of Local 15 and Local 15A is given an opportunity to test his skill out on a job for an employer.

As a result of these trials as reported to the Union by the panel of observers including Business Representatives, the man's application for transfer into Local 15 and Local 15A is considered by the Examining and Executive Boards of the Union. Along with the trials, the applicant's previous knowledge and experience while working in the shop is considered and evaluated in making the determination. The Employer's views as to satisfactory ability, if received, are also considered in evaluating the question of transfer.

Journeymen are also admitted directly into Local 15 and Local 15A where we are organizing non-union Contractors who have qualified operators or Owner Operato and individuals seeking employment who are found to be qualified.

The fees required for initiation into the Union vary according to the Branch so that Local 15 and Local 15A initiation fee is $345.00; Local 15B is $50.00; Local 15C is $80.00; Local 15D is $98.00.

The men employed in Local 15D are what are generally known as Surveyors or Line and Grade Field Engineers. Knowledge of mathematics including trigonometry is a important factor in the qualification of the members in this Branch and thus general education and experience are matters that are considered. Of course, in all areas of the Union, general health and aptitude for safety are factors viewed with high regard to evaluation.

Although a formal ethnic survey has not been undertaken it is estimated that there is 9% or better in what is believed to be the non-white group. These would be largely the result of Unionization and new member application.

Records as to age groups of Journeymen are not kept.

Percentagewise, the number of Members removed from active membership due t

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death, retirement and pension, transfers, withdrawals amount to approximately 3% each year.

Local 15 does not have an Apprenticeship program and hence reference to classes and enrollment are not given.

The Union does not have the exclusive right of hiring as the Employer has this right as well. The Union has a shape-up at the Hall and the Business Agents maintain a list of unemployed Journeymen who are called when Employers require them.

The Collective Bargaining agreements enclosed each contain a Union security clause. The Union does not operate a hiring hall nor does the Union have priority of opportunity to supply men. Apart from the statutory requirement of seven days on building construction work, the Collective Bargaining Agreement has no "compulsory union" provision.

The series of recommendations dealing with the admission of journeymen and apprentices as set forth in a separate letter from your office dated February 6, 196 is under advisement.

I trust that this information meets with your request.

Very truly yours,

Thomas A. Maguire

THOMAS A. MAGUIRE
President
Local 15, 15A, 15B, 15C, 15D
International Union of Operating Engineers

Enc.

1957

A G R E E M E N T

Between

MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK CITY, NEW YORK, as subscribed below, hereinafter known as the Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCALS #14, #15 and #15-A, affiliated with the A F L - C I O, Washington, D. C., hereinafter known as the Party of the Second Part.

* * * * * * * * * * * * * * * * * *

P R E A M B L E.

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on H E A V Y CONSTRUCTION WORK of Agreements as to terms and conditions of employment, as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

DECLARATION OF PRINCIPLES.

Both Parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in HEAVY CONSTRUCTION WORK, would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following Principles: :'

1. That there shall be no limitation as to the amount of work a man shall perform during this working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during working hours.

5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by any members of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLES OF AGREEMENT.

ARTICLE I.

THIS AGREEMENT is entered into this THIRTIETH (30th) DAY OF JUNE, 1957, by and between MEMBERS of THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCALS #14, #15, #15-A, Parties of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth in the Preamble.

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY ON HEAVY CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that H E A V Y CONSTRUCTION WORK is a specialized branch of Contracting Work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed: :

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, thirty (30) days after the date of execution of this Agreement, or in the case of new employees, thirty (30) days after the date of hiring, become Members of the Union and remain Members in good standing in the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. In the event that the Parties of the First Part are unable to obtain workmen, then the Party of the Second Part agrees to use its best efforts to provide sufficient able and efficient workmen in their stead; but if the Union, after forty-eight (48) hours notice so to do (Saturdays, Sundays and Holidays excluded) refuses, or is unable to furnish such able and efficient workmen, then the Party of the First Part shall hire workmen in the open market provided such employees comply with the provisions of Section of this ARTICLE.

Section 3. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including J U N E 30, 1960, and during each calendar year thereafter unless on or before the Fifteenth (15th) Day of March, 1960, or on or before the Fifteenth (15th) Day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either Party on the other Party.

In the event that written notice shall have been served proposing changes and such changes have been agreed upon, an Agreement supplemental hereto embodying such changes, shall be drawn up and signed by June 30th of the year in which the notice shall have been served.

ARTICLE VI.

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees, members of the Local Union of the Party of the Second Part. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established: :

(A). The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution.

SHOULD THIS FAIL ----

(B). The matter will be submitted to an Arbitration Board, composed of two (2) representatives, not members of the Party of the First Part, and two (2) representatives, not members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C). Should this Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additonal member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final binding upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additonal member shall be equally shared by the Parties to this dispute.

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL - CIO, that the trade in possession of the work proceed with the job and the question in dispute be submitted by the trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the AFL - CIO, the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Party of the Second Part will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in HEAVY CONSTRUCTION WORK.

ARTICLE VIII.

HEAVY CONSTRUCTION WORK where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work.

Forty (40) hours shall constitute a week's work.

(b) A single shift shall be the continuous nine (9) hours, starting at 8 A.M., except when necessary to conform with the provisions of paragraph (a) of Section 4, including one (1) hour for meal time. The meal time may be curtailed to one-half (1/2) hour.

(c) When two (2) shifts are employed, the work period for each shift shall be the continuous eight and one-half (8-1/2) hours including one-half (1/2) for meal time.

(d) When three (3) shifts are employed each shift will work seven and one-half (7-1/2) hours but will be paid for eight (8) hours, one-half (1/2) hour being allowed for meal time, except that Engineers employed in Power Plants will partake of their meals during their eight (8) hour shift.

(e) When two (2) or more shifts are employed, single time will be paid for each shift.

(f) A week shall start at 8 A. M. Monday and end at 8 A. M. Saturday, except when necessary to conform with provisions of paragraph (a) of Section 4.

ARTICLE IV. (Contd)

Section 1. (Contd)

(g) If an Engineer, Maintenance Engineer, Junior Engineer, Fireman, Apprentice Engineer or Oiler is ordered and reports for work on a Saturday, Sunday or a Holiday, regardless of whether his services are used, he shall receive two (2) days' pay. In case an Engineer or Junior Engineer is not ordered out on a Saturday, Sunday or a Holiday, and his machine is operated by another Engineer or Junior Engineer he, as well as the Engineer or Junior Engineer who operated the machine, shall be paid two (2) days' pay.

(h) On jobs of more than one (1) shift if an Engineer or Junior Engineer fails to report for work through any cause over which the Employer has no control, the Engineer or Junior Engineer on duty will continue to work at the rate of single time.

(i) All Wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days pay shall be held back. If for any reason the Employer terminates the services of any Member of the Union working under this Agreement, the accrued wages of that Member of the Union shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Member of the Union shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

(j) On jobs where a Master Mechanic is not employed, repair work during the shift shall be done by the crew on their own machines, or by Maintenance Engineers.
On jobs where a Master Mechanic is employed, repair work during the work shift shall be done by the crew under the general supervision of the Master Mechanic and with such assistance of Maintenance Engineers as the Master Mechanic deems necessary.

Section 2. OVERTIME, HOLIDAYS, ETC.

(a) Double Time shall be paid for all work performed in excess of eight (8) hours per day; for all work in excess of forty (40) hours per week; and for all work performed on Saturdays and Sundays and Holidays.

(b) H O L I D A Y S to be observed as such as - - -

NEW YEAR'S	INDEPENDENCE DAY	ARMISTICE DAY
LINCOLN'S BIRTHDAY	LABOR DAY	THANKSGIVING DAY
WASHINGTON'S BIRTHDAY	COLUMBUS DAY	A N D
MEMORIAL DAY	ELECTION DAY	CHRISTMAS DAY.

(c) Where the work day ends at 8 A. M. on a Saturday, or a Sunday or a Holiday, the Party of the First Part may, at his discretion, define Saturdays, Sundays and Holidays as beginning at 8 A. M. of the Saturday, or the Sunday or of the Holiday, and continuing until 8 A. M. of the following day, except when necessary to conform to the provisions of paragraph (a) of Section 4.

-6-

ARTICLE IX. (Contd)

Section 3. W A G E S.

The rates of wages to be paid to all ENGINEERS per week of FORTY (40) HOURS shall be as follows:

(a)

LOCAL UNION #14 and 15	E F F E C T I V E - - 7-1-57	1-1-58	7-1-58	1-1-59	7-1-59 to 6-30-60
BACKHOES: KEYSTONES: DRAGLINES: POWER SHOVELS: TRENCHING MACHINES AND ON STEEL ERECTION.	$176	$180	$184	$188	$195
Where STEEL ERECTION is an incidental part of a contract, the Engineer will be paid at this rate only for any day actually engaged on STEEL ERECTION!					
Pile Drivers and Rigs Employing Dockbuilder Foremen: Derrick Boats; Tunnel Shovels	$171	$175	$179	$183	$191
Tunnel Mucking Machines: Cranes: Paver Dual Drums	$166	$170	$174	$178	$186
Elevators Manual Operated: Pavers: Cableways: Land Derricks: Power Houses which contain Low Air Pressure Units.	$161	$165	$169	$173	$181
Power Houses Other Than Above: Portable Compressors Three (3) or More in Battery: Double Drum Hoists: Concrete Pumps: Well Point Pumps: Tugger Machines (Caissons)	$156	$160	$164	$168	$176
River Cofferdam Pumps: Welding Machines Except Where ARC is operated by Members of LOCAL #15: Concrete Breaking Machines: Portable Compressors Single or Two (2) in Battery, Not Over one Hundred Feet (100') Apart: High Pressure Boilers: Single Drum Hoists: Locomotives Over Ten (10) Tons Push Button Machines	$146	$150	$154	$158	$166
MAINTENANCE ENGINEERS - -	$146	$150	$154	$158	$166
Installing, Repairing, Maintaining, Dismantling of all Equipment, including Steel Cutting and Bending Machines, Mechanical Heaters, Well Point Systems: A C T as Assistant Master Mechanic on Second and Third Shifts as herein provided: Burning, Welding: Pumps on Continuous					

ARTICLE IX. (Contd)

Section 3. W A G E S. (Contd)

LOCAL UNION ##14 and 15	7-1-57	1-1-58	7-1-58	1-1-59	EFFECTIVE. - - 7-1-59 to 6-30-60
(Contd) Pumping, E X C E P T River Cofferdam and Well Point Pumps: ALL Temporary Pipe Fitting, and such other work as by custom has been performed by the MAINTENANCE ENGINEER.	$146	$150	$154	$158	$166
JUNIOR ENGINEERS -- Scrapers and Turn-a-Pulls: Tugger Hoists (Used Exclusively for Handling Excavated Material): Tractors with Attachments, Such as Hyster and Roustabout Cranes, Scoopmobiles, Monorails, Barber-Greene Loaders: Conveyors, Trenchers, Hough Loaders, Lull Loaders, End and Side Loaders: Mighty Midget and Similar Breakers and Tampers: Motor Patrols: Motor Graders: Curb and Gutter Pavers: and All Machines of a Similar Nature. .	$146	$150	$154	$158	$166
Junior Engineers -- MINOR Equipment: Bulldozers: Tractors: Locomotives Ten (10) Tons and Under: Post Hole Diggers: Motor Generators: Road Finishing Machines: Mixers 16S and Under with or without Loading Devices: Grade Rollers Five (5) Tons and Under: Tugger Hoists: Dual Purpose Trucks: Fork Lifts: Dempster Dumpers	$141	$145	$149	$153	$163
(b) LOCAL UNION #15-A FIREMEN: Steam Shovels: Power Boilers: Pile Drivers: Derrick Boats	$141	$145	$149	$153	$161
APPRENTICE ENGINEERS AND OILERS -- All gasolines, Electric Oil or Air Operated Shovels, Cranes, Draglines, Backholes, Pavers, Trenching Machines, A N D their Duties Shall Be To Assist the Engineer in Oiling, Greasing, and Repairing of All Machines: Giving Signals When Necessary: Chaining Buckets and Scale Boxes: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks: Operating Pumps Other Than on Continuous Pumping Jobs	$131	$135	$139	$143	$151

ARTICLE IX. (Contd)

Section 3. W A G E S. (Contd)

(c) MASTER MECHANIC --

WHERE FIVE (5) OR MORE OPERATING ENGINEERS, as defined in ARTICLE IX, Section 3 (a), are employed on any ONE (1) SHIFT ON ONE (1) CONTRACT, there will be ONE (1) MASTER MECHANIC EMPLOYED for that Contract during the period of the EMPLOYMENT OF THE FIVE (5) OR MORE OPERATING ENGINEERS.

He shall be designated by the Employer and under the direction of the Employer will be responsible for the hiring and firing of, and the performance of their duties by, the Engineers, Maintenance Engineers, Junior Engineers, Firemen, Apprentice Engineers and Oilers.

He shall operate a machie in emergencies only, and then only until such time as the services of an Operating Engineer can be obtained.

He must be a Member in good standing of the International Union of Operating Engineers -- LOCAL #14.

The wages of the MASTER MECHANIC shall be determined between the MASTER MECHANIC and the EMPLOYER, with the understanding that it shall not be less than THREE DOLLARS ($3.00) PER DAY MORE than the highest scale paid to the Operating Engineer.

On Two (2) or More Shift Contracts employing a MASTER MECHANIC the Contractor may employ a FOREMAN MAINTENANCE ENGINEER as ASSISTANT MASTER MECHANIC for each of the second and third shifts, and his wages shall be not less than THREE DOLLARS ($3.00) PER DAY MORE than that of the Maintenance Engineer.

Section 4. C O N D I T I O N S.

(a) It is understood and agreed that, because of certain Ordinances of the City of New York governing certain operations, such as BLASTING, etc., the shift hours must be arranged to conform with these regulations, and such shift work will be paid for at the SINGLE TIME RATE in conformity with the terms contained in this Agreement.

(b) When both headings from a single shaft are being operated, and a Tunnel Mucking Machine is used in each of the two (2) headings, then only One (1) Engineer and Only One (1) Apprentice Engineer shall be employed to cover the Two (2) Mucking Machines, it being understood that they shall oil and grease the machines during idle time and shall be responsible for them.

ARTICLE IV. (Contd)

Section 3. C O N D I T I O N S. (Contd)

Whenever an Engineer, Fireman or Junior Engineer is employed intermittently to operate a machine, he shall do such other work during the period when his machine can not be operated as may be determined by the Master Mechanic.

(c) PUMPS

Continuous Pumping EXCEPT WELL POINT AND RIVER COFFERDAM PUMPS is the work of the MAINTENANCE ENGINEER.

Where Pumps are used to pump Pier Holes, etc., and on Tidal Work, if the Pumping is INTERMITTENT, then an Apprentice Engineer shall be employed to operate up to and INCLUDING FIVE (5) PUMPS.

(d) WELDING MACHINES

An Engineer will not be employed on Welding Machines When the Welding Arcs are operated by Members of the International Union of Operating Engineers - LOCALS #15 and #15-A.

(e) FIREMEN

When ordered by the Employer shall report for work One (1) Hour before the regular starting time to raise steam and grease machines, etc., and shall be paid at the rate of Double Time for this hour.

(f) APPRENTICE ENGINEERS AND OILERS.

When ordered by the Employer, shall report for work one-half (1/2) hour before the regular starting time and shall be paid at the rate of Double Time for this one-half (1/2) hour.

(g) TUGGER HOISTS.

Where the Tugger Machine is used for pulling cars, or handling of miscellaneous material in Tunnels, Subways, etc., a Junior Engineer will be employed.

(h) DUST COLLECTORS.

Where the Operation of Dust Collectors entails work beyond the capabilities of the Engineer Operating the Compressors, an Apprentice Engineer will be assigned to assist the Engineer.

(I) No Member of the Union shall be subject to a physical examination in order to be employed.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by any of the Contractors of the Party of the First Part.

Section 3. THIS AGREEMENT shall be executed by both Parties hereto and countersigned by the duly authorized Officers of the International Body or Bodies governing the Local Unions constituting the Party of the Second Part.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1 9 5 7 shall, during the term of this agreement, pay a sum equal to Four Per Cent (4%) of the total payroll of the Members of the Parties of the Second Part employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT WELFARE FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL UNIONS #14, #15 and #15-A

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned in the preceding month.

Section 2. PENSION FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1 9 5 7 shall, during the term of this Agreement, pay a sum equal to Four Per Cent (4%) of the total payroll of the Members of the Parties of the Second Part employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL UNIONS #14, #15 and #15-A

to be administered by Trustees, one-half of whom will be designated by the Union and one-half by the Employers. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned in the preceding month.

ARTICLE XII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall imediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

I N W I T N E S S W H E R E O F,
The Parties hereto have caused these premises to be signed by their duly authorized represents.

For the Party of the Second Part	For the Party of the First Part
THE INTERNATIONAL UNION OF OPERATING ENGINEERS ----- LOCALS #/14, 15, 15-A	IN BEHALF OF, AND AUTHORIZED BY, THE FOLLOWING LISTED MEMBERS OF THE GENERAL CONTRACTORS A S S O C I A T I O N
	BY - - - - - - - - - - - - - - - - -
- President - Local #14	Alan Pile, Inc.
	Arundel Corporation, The
- Secretary	Beaver Concrete Breaking Co., Inc.
	Boring, Inc.
	Brewster, Geo. M., & Son, Inc.
	Brookfield Construction Co.
- President - Local #/15, 15-A	Catapano, Andrew, & Co.,
	Caye Construction Co., Inc.
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, WASHINGTON, D.C., HEREWITH APPROVES OF THE JURISDICTION TERMS AND CONDITIONS EMBRACED BY THIS AGREEMENT	Cayuga Foundation Corporation
	Coakley & Booth, Inc.
	Collins, Howard, Construction Co.Inc.
	Conduit & Foundation Corporation
	Connolly, Peter, F., Company
	Consolidated Concrete Cutting Corp.
	Construction Aggregates Corp.
By- Eastern District Representative	Cox, P. T., Construction Co., Inc.
	Crimmins, Thomas, Contracting Co.
	Curly Construction Co., Inc.
By- - - - - President - - - - - - - The International Union of Operating Engineers.	

1960

A G R E E M E N T

Between

MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK CITY, NEW YORK, as subscribed below, hereinafter known as the Party of the First Part

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCALS #14, #15 and #15-A, affiliated with the A F L - C I O, Washington, D. C., hereinafter known as the Party of the Second Part

* *

P R E A M B L E

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of the Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereinunder; and further, in order to continue the custom and practice heretofore prevailing for many years on H E A V Y CONSTRUCTION WORK of Agreements as to terms and conditions of employment as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished. . . . . .

P1
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
4GS

DECLARATION OF PRINCIPLES

Both Parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in HEAVY CONSTRUCTION WORK, would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following Principles:

1. That there shall be no limitations as to the amount of work a man shall perform during this working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during working hours.

5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by any members of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLES OF AGREEMENT.

ARTICLE I.

THIS AGREEMENT is entered into this THIRTIETH (30th) DAY OF JUNE, 1960, by and between MEMBERS of THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCALS #14, #15, #15-A, Parties of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth in the Preamble.

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY on HEAVY CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized branch of contracting work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed::

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new employees, seven (7) days after the date of hiring become Members in good standing in the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages herinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including::

J U N E 3 0, 1 9 6 3

ARTICLE VII

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees covered by this Agreement. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established :

(A) The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution.

SHOULD THIS FAIL ---

(B) The matter will be submitted to an Arbitration Board, composed of two (2) representatives, not Members of the Party of the First Part, and two (2) representatives, not Members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C) Should this Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additional Member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and bindingupon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statementor matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as Membersof the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional Member shall be equally shared by the Parties to this dispute.

-4-

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL - CIO that the trade in possession of the work proceed with the job and the question in dispute be submitted by the trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the AFL - CIO, the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Party of the Second Part will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in HEAVY CONSTRUCTION WORK.

ARTICLE VIII.

HEAVY CONSTRUCTION WORK where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work.

Forty (40) hours shall constitute a week's work.

(b) A Single shift shall be the continuous nine (9) hours, starting at 8 A. M., except when necessary to conform with the provisions of paragraph (a) of Section 4, including one (1) hour for meal time. The meal time may be curtailed to one-half (1/2) hour.

(c) When two (2) shifts are employed, the work period for each shift shall be the continuous eight and one-half (8-1/2) hours including one-half (1/2) for meal time.

(d) When three (3) shifts are employed each shift will work seven and one-half (7-1/2) hours but will be paid for eight (8) hours, one-half (1/2) hour being allowed for meal time, except that Engineers employed in Power Plants will partake of their meals during their eight (8) hour shift.

(e) When two (2) or more shifts are employed, single time will be paid for each shift.

(f) A week shall start at 8 A.M. Monday and end at 8 A.M. Saturday, except when necessary to conform with the provisions of paragraph (a) of Section 4.

ARTICLE IX. (Contd)

Section 1. (Contd)

(g) If an Engineer, Maintenance Engineer, Junior Engineer, Fireman, Apprentice Engineer or Oiler is ordered and reports for work on a Saturday, Sunday or a Holiday, regardless of whether his services are used, he shall receive two (2) days' pay. In case an Engineer or Junior Engineer is not ordered out on a Saturday, Sunday or a Holiday, and his machine is operated by another Engineer or Junior Engineer he, as well as the Engineer or Junior Engineer who operated the machine, shall be paid two (2) days' pay.

(h) On jobs of more than one (1) shift, if an Engineer or Junior Engineer fails to report for work through any cause over which the Employer has no control, the Engineer on duty will continue to work at the rate of Single Time.

(i) All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days' pay shall be held back. - - - - - - WAGES shall be paid at the EMPLOYER'S OPTION EITHER IN CASH OR BY CHECK, provided --

(1) The check is a Todd Insured AEC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at least on the day preceeding a banking day.

(2) The Employer has complied with the provisions of ARTICLE XII relating to bonding.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

(j) On jobs where a MASTER MECHANIC is not employed, repair work during the shift shall be done by the crew on their own machines, or by MAINTENANCE ENGINEERS.

On jobs where a Master Mechanic is employed, repair work during the work shift shall be done by the crew under the general supervision of the Master Mechanic and with such assistance of Maintenance Engineers as the Master Mechanic deems necessary.

ARTICLE IX. (Contd)

Section 2. OVERTIME, HOLIDAYS, ETC.

(a) Double Time shall be paid for all work performed in excess of eight (8) hours per day; for all work in excess of forty (40) hours per week; and for all work performed on Saturdays and Sundays and Holidays.

(b) HOLIDAYS to be observed as such are - - - - -

NEW YEAR'S DAY INDEPENDENCE DAY ARMISTICE DAY
LINCOLN'S BIRTHDAY LABOR DAY THANKSGIVING DAY
WASHINGTON'S BIRTHDAY COLUMBUS DAY A N D
MEMORIAL DAY ELECTION DAY CHRISTMAS DAY

(c) Where the work day ends at 8 A.M. on a Saturday, or a Sunday or a Holiday, the Partyof the First Part may, at his discretion, define Saturdays, Sundays, and Holidays as beginning at 8 A. M. of the Saturday, or the Sunday, or of the Holiday, and continuing until 8 A. M. of the following day, except when necessary to conform to the provisions of paragraph (a) of Section 4.

Section 3. W A G E S.

The rates of wages to be paid to ALL ENGINEERS per week of FORTY (40) HOURS shall be as follows::

LOCAL UNION ##14 and 15	E F F E C T I V E				
CLASSIFICATIONS	7-1-60	1-1-61	7-1-61	1-1-62	7-1-62-6-30-63
STEEL ERECTION----------	$206.	$210.	$214.	$218.	$226.
Where STEEL ERECTION is an incidental part of a contract, the Engineer will be paid at this rate ONLY for any DAY actually ENGAGED on STEEL E R E C T I O N.					
Backhoes: Keystones: Draglines: Power Shovels: Trenching Machines --------	$202.	$206.	$210.	$214.	$222.
Pile Drivers and Rigs Employing Dock Builder Foremen: Derrick Boats: Tunnel Shovels----------	$197.	$201.	$205.	$209.	$217.
Tunnel Mucking Machines: Cranes: Paver Dual Drums ----------	$192.	$196.	$200.	$204.	$212.

ARTICLE IX. (Contd)

Section 3. W A G E S. (Contd)

CLASSIFICATIONS	7-1-60	1-1-61	7-1-61	1-1-62	7-1-62 to 6-30-63
Elevators Manual Operated: Pavers: Cableways: Land Derricks: Power Houses Which Contain Low Air Pressure Units----------	$187.	$191.	$195.	$199.	$207.
Power Houses Other Than Above: Portable Compressors Three (3) or More in Battery: Double Drum Hoists: Concrete Pumps: Well Point Pumps: Tugger Machines (Caissons):: When Driving Truck-Mounted Compressors: Soil Solidification Equipment---	$182.	$186.	$190.	$194.	$202.
River Cofferdam Pumps: Welding Machines Except Where ARC is Operated by Members of LOCAL # 15: Concrete Breaking Machines: Portable Compressors Single or Two (2) in Battery, Not Over One Hundred Feet (100') Apart: High Pressure Boilers: Single Drum Hoists: Locomotives Over Ten (10) Tons: Push Button Machines ---------- ----	$172.	$176.	$180.	$184.	$192.
MAINTENANCE ENGINEERS:::	$172.	$176.	$180.	$184.	$192.
Installing, Repairing, Maintaining, Dismantling of ALL Equipment, Including Steel Cutting and Bending Machines, Mechanical Heaters, Well Point Systems: ACT as Assistant Master Mechanic on Second and Third Shifts as herein provided: Burning, Welding: Pumps on Continuous Pumping, EXCEPT River Cofferdam Pumps and Wellpoint Pumps: A L L Temporary Pipe Fitting, and such other work as by custom has been performed by the MAINTENANCE E N G I N E E R.	$172.	$176.	$180.	$184.	$192.

ARTICLE IX. (Contd)

Section 3. W A G E S. (Contd)

LOCAL UNION #14 and 15 — CLASSIFICATIONS	E F F E C T I V E 7-1-60	1-1-61	7-1-61	1-1-62	7-1-62 -- 6-30-63
JUNIOR ENGINEERS ::	$172.	$176.	$180.	$184.	$192.
Scrapers and Turn-a-Pulls: Tugger Hoists (Used Exclusively for Handling Excavated Material): Tractors with Attachments, Such as Hyster and Roustabout Cranes, Scoopmobiles, Monorails, Barber-Greene Loaders: Conveyors, Trenchers, Hough Loaders, Lull Loaders, End and Side Loaders: Mighty Midget and Similar Breakers and Tampers: Motor Patrols: Motor Graders; Curb and Gutter Pavers: and All Machines of a Similar Nature.					
JUNIOR ENGINEERS - MINOR EQUIPMENT ::	$167.	$171.	$175.	$179.	$187.
Bulldozers: Tractors: Locomotives Ten (10) Tons and Under: Post Hole Diggers: Motor Generators: Road Finishing Machines: Mixers 10S and Under with or without Loading Devices: Grade Rollers Five (5) Tons and Under; Tugger Hoists: Dual Purpose Trucks: Fork Lifts: Dempster Dumpers	$167.	$171.	$175.	$179.	$187.
(b) LOCAL UNION #15-A -- FIREMEN:	$167.	$171.	$175.	$179.	$187.
Steam Shovels: Power Boilers: Pile Drivers: Derrick Boats.					
APPRENTICE ENGINEERS AND OILERS --	$157.	$161.	$165.	$169.	$177
All Gasoline, Electric, Oil or Air Operated Shovels, Cranes, Draglines, Backhoes, Pavers, Trenching Machines, AND their Duties Shall BE to Assist the Engineer in Oiling, Greasing, and Repairing of All Machines: Giving Signals When Necessary: Chaining Buckets and Scale Boxes: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks: Operating Pumps Other Than on Continuous Pumping Jobs.	$157.	$161.	$165.	$169.	$177.

ARTICLE IX. (Cont'd)

Section 3. WAGES (Cont'd)

(c) MASTER MECHANIC --

WHERE FIVE (5) OR MORE OPERATING ENGINEERS, as defined in ARTICLE IX, Section 3 (a), are employed on any ONE (1) SHIFT ON ONE (1) CONTRACT, there will be ONE (1) MASTER MECHANIC EMPLOYED for that Contract during the period of the EMPLOYMENT OF THE FIVE (5) OR MORE OPERATING ENGINEERS.

He shall be designated by the Employer and under the direction of the Employer will be responsible for the performance of their duties, by the Engineers, Maintenance Engineers, Junior Engineers, Firemen, Apprentice Engineers and Oilers.

He shall operate a machine in emergencies only, and then only until such time as the services of an Operating Engineer can be obtained.

He shall comply with the provisions of Section 1, ARTICLE IV by becoming a member of Local No. 14.

The wages of the MASTER MECHANIC shall be determined between the MASTER MECHANIC and the EMPLOYER, with the understanding that it shall not be less than THREE DOLLARS ($3.00) PER DAY MORE than the highest scale paid to the Operating Engineer.

On Two (2) or More Shift Contracts employing a MASTER MECHANIC the Contractor may employ a FOREMAN MAINTENANCE ENGINEER as ASSISTANT MASTER MECHANIC for each of the second and third shifts, and his wages shall not be less than THREE DOLLARS ($3.00) PER DAY OR MORE than that of the Maintenance Engineer.

Section 4. CONDITIONS.

(a) It is understood and agreed that, because of certain Ordinances of the City of New York governing certain operations, such as BLASTING, etc., shift hours will be arranged to conform with such regulations, etc. and such shift work will be paid for at the SINGLE TIME RATE. in conformity with the terms contained in this Agreement.

(b) When both headings from a single shaft are being operated, and a Tunnel Mucking Machine is used in each of the two (2) headings, then ONLY ONE (1) Engineer and Only One (1) Apprentice Engineer shall be employed to cover the Two (2) Mucking Machines, it being understood that they shall oil and grease the machines during the idle time and shall be responsible for them.

ARTICLE IX. (Cont'd)

Section 3. CONDITIONS. (Cont'd)

Whenever an Engineer, Fireman or Junior Engineer is employed intermittently to operate a machine, he shall do such other work during the period when his machine can not be operated as may be determined by the Master Mechanic.

(c) PUMPS

Continuous Pumping EXCEPT WELL POINT AND RIVER COFFERDAM PUMPS is the work of the MAINTENANCE ENGINEER.

Where Pumps are used to pump Pier Holes, etc., and on Tidal Work, if the Pumping is INTERMITTENT, then an Apprentice Engineer shall be employed to operate up to and INCLUDING FIVE (5) PUMPS.

(d) WELDING MACHINES

A person will not be employed on the Welding Machine when the welding arcs are operated by employees who comply with the provisions of Section 1, of ARTICLE IV by becoming members of Locals 15 and 15-A.

(e) FIREMEN

When ordered by the Employer shall report for work One (1) Hour before the regular starting time to raise steam and grease machines, etc., and shall be paid at the rate of Double Time for this hour.

(f) APPRENTICE ENGINEERS AND OILERS.

When ordered by the Employer, shall report for work one-half (1/2) hour before the regular starting time and shall be paid at the rate of Double Time for this one-half (1/2) hour.

(g) TUGGER HOISTS.

Where the Tugger Machine is used for pulling cars, or handling of miscellaneous material in Tunnels, Subways, etc., a Junior Engineer will be employed.

(h) DUST COLLECTORS.

Where the Operation of Dust Collectors entails work beyond the capabilities of the Engineer Operating the Compressors, an Apprentice Engineer will be assigned to assist the Engineer.

(i) No Employee covered in this Agreement shall be subject to a physical examination in order to be employed.

BEST COPY AVAILABLE

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by any of the Contractors of the Party of the First Part.

Section 3. THIS AGREEMENT shall be executed by both Parties hereto and countersigned by the duly authorized Officers of the International Body or Bodies governing the Local Unions constituting the Party of the Second Part.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1960, shall, during the term of this agreement, pay a sum equal to Four Per Cent (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT WELFARE FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL UNIONS #14, #15 and #15-A

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 2. PENSION FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1960, shall, during the term of this Agreement, pay a sum equal to Four Per Cent (4%) of the Pay Roll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL UNIONS #14, #15, and #15-A

to be administered by Trustees, one-half of whom will be designated by the Union and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each Month on wages earned in the preceding month.

Every present and future salaried regular employee of the Union and of the Welfare Fund and of the Pension Fund may participate in the benefits provided herein for employees of each of the Parties of the First Part for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of the Union of the Welfare Fund and of the Pension Fund by the respective employers of said employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Collective Bargaining Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Union #15.

Coverage for the employees of the Joint Welfare Fund and Joint Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

ARTICLE XII.

Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective funds. Bonds shall be in the following amounts:

An Employer employing one to ten men	$5,000
An Employer employing more than ten men	$10,000

with the exception that under unusual circumstances the amount of the SURETY BOND may be increased to $25,000 when required by Trustees of the Funds.

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in ARTICLE XI of this Agreement and reasonable notice of such default is given to the employer, the Union may remove its members from the work of such Employer. If such men who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows:

The stipulated percentage shall be applied only to the straight time wage rate.

It is further agreed that no contribution shall be required on the premium portion of wages.

ARTICLE XIII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

I N W I T N E S S W H E R E O F

The Parties hereto have caused these Presents to be signed by their duly authorized representatives.

For the Party of the Second Part.

THE INTERNATIONAL UNION OF OPERATING ENGINEERS ------ LOCALS #14, #15, #15-A

Ralph Dalton
President - Local #14

John R. Egan
Secretary

Thomas O. Maroney
President - Local ##15, 15-A

Donald F. Doyle
Secretary

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, WASHINGTON, D. C., HEREWITH APPROVES OF THE JURISDICTION TERMS AND CONDITIONS EMBRACED BY THIS AGREEMENT

By Richard W. Kean
Eastern District-Representative

By _____
President
The International Union of Operating Engineers.

For the Party of the First Part.

IN BEHALF OF, AND AUTHORIZED BY THE FOLLOWING LISTED MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION

BY James B. Mitta

Alan Pile, Inc.

Beaver Concrete Breaking Co., Inc.
Boring, Inc.
Brewster, Geo. M. & Son, Inc.
Brookfield Construction Co.

Catapano, Andrew, & Co.,
Caye Construction Co., Inc.
Cayuga Foundation Corporation
Coakley & Booth, Inc.
Collins, Howard Construction Co. Inc.
Conduit & Foundation Corporation
Consolidated Concrete Cutting Corp.
Crimmins, Thomas, Contracting Co.

Davis Construction Corporation
Del Balso Construction Corporation
Delee Contracting Co., Inc.
Delhaan Construction Company, Inc.
Delma Engineering Corp.
Di Menna, Nicholas, & Sons, Inc.
Driscoll, George F., Co.

Elmhurst Contracting Co., Inc.

Fehlhaber Corporation
Foundation Company, The
Franki Foundation Company

Gahagan Dredging Corporation
Grace Anthony & Sons, Inc.
Groves, S. J. & Sons Co.
Grow Construction Company, Inc.
Gull Contracting Co., Inc.
Griffin Wellpoint Corporation

(Continued)

FOR THE PARTY OF THE FIRST PART.

Hallen Construction Co., Inc., The
Healy, S. A., Company
Hendrickson Bros., Inc.
Horn Construction Co., Inc.

Ingram & Greene, Inc.

J. K. Welding Co., Inc.
Johnson, The Arthur A., Corp.
Johnson, Drake & Piper, Inc.
Kuho, Peter W., Inc.

L & J Concrete Corporation
Lopier Construction Corporation

M. & L. Contracting Co.
Mac Asphalt Construction Corp.
Mackay Construction Corp.
Mac Lean - Grove & Company, Inc.
Marcus Substructure Corporation
Mascali, Frank, & Sons, Inc.
Mason & Hanger-Silas Mason Co.Inc.
Meehan, John, & Son,
Melwood Construction Corp.
Merritt-Chapman & Scott Corp.
Miller, I. B. Contracting Corp.

Nassau Construction Co., Inc.
National Structures Corporation
Nazzaro-Vespa, Inc.

Oakhill Contracting Co., Inc.

Parisi, M., & Son, Inc.
Peerless Construction Company, Inc.
Perini Corp.
Peterson, John C., Construction Corp.
Poirier & Mc Lane Corporation

Queens Structure Corp.

Raymond International Corp.
Reiss, Peter, Construction Co., Inc.
Rice, Laurence J., Inc.
Rivara, Anthony & Sons
Rogers, Geo. W., Construction Corp.
Ruseiano & Son Corp.

Sicilian Asphalt Paving Company, The
Slattery Contracting Co., Inc.
Snare, Frederick, Corporation
Spearin, Preston & Burrows, Inc.
Spencer, White & Prentis, Inc.
Spooner, Allen N., & Son, Inc.
Steers, J. Rich, Inc.
Sterling Foundations, Inc.
Stock Construction Corporation

T. & T. Contracting Co.
Teller Paving & Contracting Corp.
Terry Contracting, Incorporated
Tomasetti, Ralph, and Co.
Torpey, Michael J., Inc.
Tufano Contracting Corporation
Tully & Di Napoli, Inc.
Turecamo, B., Contracting Co. Inc.

Underpinning & Foundation Co., Inc.

Vachris, Charles F., Inc.
Vanbro Construction Corporation
Venetian Contracting Co. Inc.

W. M. M. Construction Co., Inc.
Walsh Construction Company
Western Foundation Corporation
Wetlesen, Thor., Inc.
Woodcrest Construction Co., Inc.

Yonkers Contracting Company, Inc.

A G R E E M E N T

Between

MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK CITY, NEW YORK, as subscribed below, hereinafter known as the Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCALS #14, #15 and #15-A, affiliated with the A F L - C I O, Washington, D. C., hereinafter known as the Party of the Second Part

* *

P R E A M B L E

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of the Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on H E A V Y CONSTRUCTION WORK of Agreements as to terms and conditions of employment as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

PI
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
40.C...

DECLARATION OF PRINCIPLES

Both Parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in H E A V Y CONSTRUCTION WORK, would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following Principles :

1. That there shall be no limitations as to the amount of work a man shall perform during his working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during wo rking hours.

5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by any members of the afresaid Party of the Second Part is or is not satisfactory.

ARTICLES OF AGREEMENT.

ARTICLE I.

THIS AGREEMENT is entered into this THIRTIETH (30th) DAY OF JUNE, 1963, by and between MEMBERS o f The GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCALS #14, #15 and #15-A, Parties of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth in the Preamble. The Party of the First Part stipulates that any firm engaging in Heavy Construction in which it has or acquires a financial interest shall be bound by the terms of this Agreement.

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY on HEAVY CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized branch of Contracting Work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed : : :

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become Members in good standing in the Union during the term of this Agreement. Such Employment shall be under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including JUNE 30, 1966, and during each year thereafter unless on or before the Fifteenth (15th) Day of March, 1966, or on or before the Fifteenth (15th) Day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either Party on the other Party.

In the event that written notice shall have been served, an Agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by June 30th of the year in which the notice shall have been served.

ARTICLE VI.

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees covered by this Agreement. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established ::

(A) The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution.

SHOULD THIS FAIL - - -

(B) The matter will be submitted to an Arbitration Board, composed of two (2) representatives, not Members of the Party of the First Part, and two (2) representatives, not Members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C) Should this Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additional Member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and binding upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the A F L - C I O, that the trade in possession of the work proceed with the job and the question in dispute be submitted by the Trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the A F L - C I O, the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Party of the Second Part will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in H E A V Y C O N S T R U C T I O N W O R K.

ARTICLE VIII.

H E A V Y C O N S T R U C T I O N W O R K where referred to in this Agreement, is hereby defined as the C O N S T R U C T I O N O F E N G I N E E R I N G S T R U C T U R E S, exclusive of the E R E C T I O N O F B U I L D I N G S, which work is agreed to be a separate and distinct branch C O N S T R U C T I O N I N D U S T R Y.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work.

Forty (40) hours shall constitute a week's work.

(b) A Single Shift shall be the continuous nine (9) hours, starting at 8 A. M., except when necessary to conform with the provisions of paragraph (a) of Section 4, including one (1) hour for meal time. The meal time may be curtailed to one-half (1/2) hour.

(c) When Two (2) Shifts are employed, the work period for each shift shall be the continuous e i g h t (8) h o u r s

(d) When three (3) shifts are employed each shift will work seven and one-half (7 -1/2) hours but will be paid for eight (8) hours, one-half (1/2) being allowed for meal time, except that Engineers employed in Power Plants will partake of their meals during their eight (8) hour shift.

(e) When two or more shifts are employed, single time will be paid for each shift.

(f) A week shall start at 8 A. M. Monday and end at 8 A. M. Saturday, except when necessary to conform with the

ARTICLE IX. (Contd)

Section 1. (Contd)

(g) If an Engineer, Maintenance Engineer, Junior Engineer, Fireman, Apprentice Engineer or Oiler is ordered and reports for work on a Saturday, Sunday or a Holiday, regardless of whether his services are used, he shall receive two (2) days' pay. In case an Engineer or Junior Engineer is not ordered out on a Saturday, Sunday or a Holiday, and his machine is operated by another Engineer or Junior Engineer he, as well as the Engineer or Junior Engineer who operated the machine, shall be paid two (2) days' pay.

(h) On jobs of more than one (1) shift, if an Engineer or Junior Engineer fails to report for work through any cause over which the Employer has no control, the Engineer on duty will continue to work at the rate of Single Time.

(i) All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days' pay shall be held back - - - - - - - --- WAGES shall be paid at the EMPLOYER'S OPTION EITHER IN CASH OR BY CHECK, provided --

(1) The check is a Todd Insured ABC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at least on the day preceding a banking day.

(2) The Employer has complied with the provisions of ARTICLE XII relating to bonding.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

(j) On jobs where a MASTER MECHANIC is not employed, repair work during the shift shall be done by the crew on their own machines, or by MAINTENANCE ENGINEERS.

On jobs where a Master Mechanic is employed, repair work during the work shift shall be done by the crew under the general supervision of the Master Mechanic and with such assistance of Maintenance Engineers as the Master Mechanic deems necessary.

ARTICLE IX. (Contd)

Section 2. OVERTIME, HOLIDAYS, ETC.

(a) Double Time shall be paid for all work performed in excess of Eight (8) Hours per day : for all work performed in excess of Forty (40) Hours per week : and for all work performed on Saturdays, and Sundays and Holidays.

(b) H O L I D A Y S.

Employees covered by this Agreement shall be paid at the rate of - - - - - - - - - - - - -

SINGLE TIME if they do N O T work---
on the following Holidays ----------

EVEN IF OCCURRING ON A SATURDAY

and at the rate of - - - - - -

DOUBLE TIME if they D O work ----
on the following Holidays ----------

NEW YEAR'S DAY : LINCOLN'S BIRTHDAY :

WASHINGTON'S BIRTHDAY : MEMORIAL DAY .

INDEPENDENCE DAY : LABOR DAY :

COLUMBUS DAY : ELECTION DAY :

ARMISTICE DAY : THANKSGIVING DAY.:

A N D CHRISTMAS DAY.

and at the rate of T R I P L E TIME ---
WHEN WORKING WITH ----------

Members of Miners and Drill Runners Local Union # 2 9 employed on Tunnel Work ONLY O R when working on RIGS Employing Members of Dock Builders Local Union #1 4 5 6, when Members of those Unions are so p a i d T R I P L E T I M E.

To be paid for Holidays, Without Working, Members must work at least ONE (1) DAY in the PAYROLL WEEK in which the Holiday occurs. No Employee shall receive pay for any Holiday from more than One (1) Employer.

(c) When the work day ends at 8 A.M. on a Saturday or a Sunday or a Holiday, the Party of the First Part may, at his discretion, define Saturdays, Sundays and Holidays as beginning at 8 A.M. of the Saturday or the Sunday or the Holiday, and continuing until 8 A.M. of the following day, except when necessary to conform to the provisions of paragraph (a) of Section 4.

ARTICLE IX. (Contd)

Section 3. W A G E S.

The rates of wages to be paid to Employees covered by this Agreement per W E E K OF FORTY (40) HOURS SHALL BE E F F E C T I V E AS FOLLOWS::

CLASSIFICATIONS LOCAL UNION #14, #15	7-1-63	1-1-64
(-) MINE HOISTS	$230.	$234.
STEEL ERECTION	$230.	$234.
Where STEEL ERECTION is an incidental part of a contract, the Engineer will be paid at this rate ONLY for any DAY actually engaged on Steel Erection.		
Backhoes : Draglines : Gradealls : Keystones : Power Shovels : Trenching Machines	$226.	$230.
Pile Drivers and Rigs Employing Dock Builder Foremen : Derrick Boats : Tunnel Shovels	$221.	$225.
Tunnel Mucking Machines : Cranes : Paver Dual Drums	$216.	$220.
Elevators Manual Operated : Pavers : Cableways : Land Derricks : Power Houses Which Contain Low Air Pressure Units	$211.	$215.
Power Houses Other Than Above : Portable Compressors Three (3) or More in Battery : Double Drum Hoists : Concrete Pumps : Well Point Pumps : Tugger Machines (Caissons) :: When Driving Truck-Mounted Compressors :: Soil Solidification Equipment	$206.	$210.

THE UNION MAY ALLOCATE TO WAGES OR BENEFITS THE INCREASE OF 15¢ per hour effective 7-1-64 and 20¢ per hour effective 1-1-65 and 20¢ per hour effective 7-1-65 to 6-30-66

ARTICLE IX. (Contd)

Section 3. W A G E S. (Contd)

The rates of wages to be paid to Employees covered by this Agreement PER WEEK OF FORTY (40) HOURS SHALL BE EFFECTIVE AS FOLLOWS::

CLASSIFICATIONS	7-1-63	1-1-64
River Cofferdam Pumps: Welding Machines Except Where ARC is Operated by Members of Local #1 5 : Concrete Breaking Machines: Portable Compressors Single or Two in Battery, Not Over One Hundred Feet (100') Apart : High Pressure Boilers : Single Drum Hoists: Locomotives Over Ten (10) Tons : Push Button Machines.....	$196.	$200.
(b) MAINTENANCE ENGINEERS	$196.	$200.
Installing, Repairing, Maintaining, Dismantling of ALL Equipment, Including Steel Cutting and Bending Machines, Mechanical Heaters, Well Point Systems: ACT as Assistant Master Mechanic on Second and Third Shifts as herein provided : Burning, Welding : Pumps on Continuous Pumping EXCEPT River Cofferdam Pumps and Well Point Pumps : ALL Temporary Pipe Fitting, AND Such Other Work as by Custom has been performed by the MAINTENANCE E N G I N E E R.....	$196.	$200.
JUNIOR ENGINEERS	$196.	$200.
Scrapers and Turn-a-Pulls: Tugger Hoists (Used Exclusively for Handling Excavated Material) : Tractors with Attachments, such as Hyster and Roustabout Cranes, Scoopmobiles, Monorails, Barber-Greene Loaders: Conveyors.....	$196.	$200.

THE UNION MAY ALLOCATE TO WAGES OR BENEFITS THE INCREASE OF 15¢ per hour effective 7-1-64 20¢ per hour effective 1-1-65 20¢ per hour effective 7-1-65 to 6-30-66

ARTICLE IX. (Contd)

Section 3. WAGES. (Contd)

CLASSIFICATIONS	7-1-63	7-1-64	THE UNION
JUNIOR ENGINEERS (Contd)			
Trenchers, Hough Loaders, Lull Loaders, End and Side Loaders : Mighty Midget and Similar Breakers and Tampers : Motor Patrols : Motor Graders : Curb and Gutter Pavers, and ALL Machines of a Similar Nature	$196.	$200.	MAY ALLOCATE TO WAGES OR BENEFITS THE INCREASE OF 15¢ per hour effective 7-1-64
JUNIOR ENGINEERS --- MINOR EQUIPMENT	$191	$195.	
Bulldozers : Tractors : Locomotives Ten (10) Tons and Under : Post Hole Diggers : Motor Generators : Road Finishing Machines : Mixers 16S and Under With or Without Loading Devices : Grade Rollers Five (5) Tons and Under : Tugger Hoists : Dual Purpose Trucks : Fork Lifts : Dempster Dumpers	$191.	$195.	
FIREMEN			20¢ per hour effective 1-1-65
Steam Shovels : Power Boilers : Pile Drivers : Derrick Boats	$191.	$195.	
APPRENTICE ENGINEERS AND OILERS	$181.	$185.	20% per hour effective 7-1-65 to 6-30-66.
All Gasoline, Electric, Oil or Air Operated Shovels, Cranes, Draglines, Backhoes, Grade-alls, Pavers, Trenching Machines, AND Their Duties shall be to Assist the Engineer in Oiling, Greasing, and Repairing of All Machines : Giving Signals When Necessary : Chaining Buckets and Scale Boxes : Driving Truck Cranes : Driving and Operating Fuel and Grease Trucks : Operating Pumps Other Than on Continuous Pumping Jobs	$181	$185	

ARTICLE III. (Contd)

Section 3. WAGES (Contd)

(c) MASTER MECHANIC --

WHERE FIVE (5) OR MORE OPERATING ENGINEERS, as defined in ARTICLE III, Section 3 (a), are employed on any ONE (1) SHIFT ON ONE (1) CONTRACT, there will be ONE (1) MASTER MECHANIC EMPLOYED for that Contract during the period of the EMPLOYMENT OF THE FIVE (5) OR MORE OPERATING ENGINEERS.

He shall be designated by the Employer and under the direction of the Employer will be responsible for the performance of their duties, by the Engineers, Maintenance Engineers, Junior Engineers, Firemen, Apprentice Engineers and Oilers.

He shall operate a machine in emergencies only, and then only until such time as the services of an Operating Engineer can be obtained.

He shall comply with the provisions of Section 1, ARTICLE IV by becoming a member of Local No. 14.

The wages of the MASTER MECHANIC shall be determined between the MASTER MECHANIC and the EMPLOYER, with the understanding that it shall not be less than THREE DOLLARS ($3.00) PER DAY MORE than the highest scale paid to the Operating Engineer.

On Two (2) or More Shift Contracts employing a MASTER MECHANIC the Contractor may employ a FOREMAN MAINTENANCE ENGINEER as ASSISTANT MASTER MECHANIC for each of the second and third shifts, and his wages shall not be less than THREE DOLLARS ($3.00) PER DAY MORE than that of the Maintenance Engineer.

Section 4. CONDITIONS.

(a) It is understood and agreed that, because of certain Ordinances of the City of New York governing certain operations, such as BLASTING, etc., shift hours will be arranged to conform with such regulations, etc., and such shift work will be paid for at the SINGLE TIME RATE, in conformity with the terms contained in this Agreement.

(b) When both headings from a single shaft are being operated, and a Tunnel Mucking Machine is used in each of the two (2) headings, then ONLY ONE (1) ENGINEER AND ONLY ONE (1) APPRENTICE ENGINEER shall be employed to cover the two (2) MUCKING MACHINES, it being understood that they shall oil and grease the machines during their idle time and shall be responsible for them.

ARTICLE IX. (Contd)

Section 1. CONDITIONS (Contd)

Whenever an Engineer, Fireman or Junior Engineer is employed intermittently to operate a machine, he shall do such other work during the period when his machine can not be operated as may be determined by the Master Mechanic.

During a work shift an Employer may move the crew from Machine A to Machine B with no additional pay to the crew.

During a work shift should an Employer move the crew from Machine A to Machine B and then back to Machine A, the crew shall receive two (2) hours additional pay.

During a work shift should an Employer make any additional move, the crew shall receive eight (8) hours additional pay.

(c) Continuous Pumping EXCEPT WELL POINT AND RIVER COFFERDAM PUMPS is the work of the MAINTENANCE ENGINEER.

Where Pumps are used to pump Pier Holes, etc., and on Tidal Work, if the Pumping is INTERMITTENT, than an Apprentice Engineer shall be employed to operate up to and INCLUDING FIVE (5) PUMPS.

The Employer shall provide suitable shelter to protect Engineers when they are at work.

(d) WELDING MACHINES:

A person will not be employed on the Welding Machine when the Welding ARCS are operated by Employees who comply with the provisions of Section 1 of ARTICLE IV by becoming Members of Local #15.

(e) FIREMEN AND ENGINEERS ON WATER RIGS.

When ordered by the Employer shall report for work one-half (1/2) hour before the regular starting time to raise steam and grease machines, etc., and shall be paid at the rate of Double Time for this One-Half (1/2) hour.

(f) APPRENTICE ENGINEERS AND OILERS.

When ordered by the Employer, shall report for work one-half (1/2) hour before the regular starting time and shall be paid at the rate of Double Time for this one-half (1/2) hour.

(g) TUGGER HOISTS.

Where the Tugger Machine is used for pulling cars, or handling of miscellaneous materials in Tunnels

ARTICLE IX. (Contd)

Section 4. CONDITIONS (Contd)

(h) When a land pile driving rig has auxiliary equipment such as a boiler, compressor, or similar attachment in operation, the crew shall report one (1) hour before starting time and receive pay for such hour at the rate of Double Time.

(i) Where the Operation of Dust Collectors entails work beyond the capabilities of the Engineer Operating the Compressors, an Apprentice Engineer will be assigned to assist the Engineer.

(j) No Employee covered in this Agreement shall be subject to a physical examination in order to be employed.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by the Party of the First Part. The Party of the First Part stipulates that all such Sub-Contractors shall provide the Bond required by the terms of ARTICLE XII of this Agreement.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1963 until and including JUNE 30, 1966, shall pay a sum equal to FOUR PER CENT (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT WELFARE FUND OF THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS --
LOCAL UNIONS #14, #15 and #15-A

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

ARTICLE XI. (Contd)

Section 2. PENSION FUND CONTRIBUTION.

Each of the Parties of the First Part beginning on of July 1, 1963 to and including December 31, 1963 shall pay a sum equal to FIVE PER CENT (5%) : and beginning January 1, 1 9 6 4 to and including JUNE 30, 1 9 6 6, shall pay a sum equal to SIX PER CENT (6%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE
INTERNATIONAL UNION O F
OPERATING ENGINEERS -
LOCAL UNIONS #14, #15 and #15-A

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each month on the wages earned in the preceding month.

ARTICLE XII.

Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective funds. Bond shall be in the following amounts::

An Employer employing one (1) to ten (10) men.....$ 5,000.

An Employer employing more than ten (10) men.....10,000.

With the exception that under unusual circumstances the amount of the SURETY BOND may be increased to .....25,000. when required by the Trustees of the Funds.

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in ARTICLE XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove its Members from the work of such Employer. If such men who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows :

The stipulated percentage shall be applied only to the Straight Time Wage Rate.

It is further agreed that no contribution shall be required on the premium portion of w a g e s.

ARTICLE XIII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their duly authorized representatives.

For the Party of the Second Part

THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCALS #14, #15, #15-A

Ralph Dalton
President - Local #14

John R. Byrne
Secretary

Thomas A. Maguire
President - Local #15, #15-A

Donald F. Polan
Secretary - Local #15, #15-A

For the Party of the First Part

IN BEHALF OF, AND AUTHORIZED BY, THE FOLLOWING LISTED MEMBERS (AS ATTACHED) OF THE GENERAL CONTRACTORS ASSOCIATION

BY James A. Martin

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, WASHINGTON, D. C., HEREWITH APPROVES OF THE JURISDICTION, TERMS AND CONDITIONS EMBRACED BY THIS AGREEMENT.

By Richard H. Nolan
Eastern District Representative

BY _____
President
The International Union of Operating Engineers.

AGREEMENT

BETWEEN

MEMBERS OF THE
GENERAL CONTRACTORS ASSOCIATION
OF NEW YORK CITY, NEW YORK

as subscribed below, hereinafter known as the
Party of the First Part

AND

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCALS 14, 15 & 15-A

affiliated with the AFL-CIO
Washington, D.C., hereinafter known as the
Party of the Second Part

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EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
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PREAMBLE

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of the Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on HEAVY CONSTRUCTION WORK of Agreements as to terms and conditions of Employment as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

DECLARATION OF PRINCIPLES

Both Parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in HEAVY CONSTRUCTION WORK, would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following Principles:

1. That there shall be no limitations as to the amount of work a man shall perform during this working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during working hours.

5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by any Members of the aforesaid Party of the Second Part is or is not satisfactory.

ARTICLES OF AGREEMENT

ARTICLE I.

THIS AGREEMENT is entered into as of the THIRTIETH (30th) DAY OF JUNE, 1936, by and between MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCALS #14, #15, and #15-A, Parties of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth in the Preamble. The Party of the First Part stipulates that any firm engaging in HEAVY CONSTRUCTION in which it has or acquires a financial interest shall be bound by the terms of this Agreement.

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY on HEAVY CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized branch of Contracting Work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed:

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, seven

(7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become Members in good standing in the Union during the terms of this Agreement. Such Employment shall be under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including JUNE 30, 1969, and during each year thereafter unless on or before the Fifteenth (15th) Day of March, 1969, or on or before the Fifteenth (15th) Day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either Party on the other Party.

In the event that written notice shall have been served, an Agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by JUNE 30th of the year in which the notice shall have been served.

ARTICLE VI.

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees covered by this Agreement. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established:

(A) The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting

between the Employer and Representatives of the Union in an effort to reach an amicable solution.

SHOULD THIS FAIL...

(B) The matter will be submitted to an Arbitration Board, composed of two (2) representatives, not Members of the Party of the First Part, and two (2) representatives, not Members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C) Should this Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additional Member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and binding

upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional Member shall be equally shared by the Parties to this dispute.

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, that the trade in possession of the work proceed with the job and the question in dispute be submitted by the Trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Parties of the First Part may pay off their men at the end of the

workday the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Party of the Second Part, will carry out this Agreement in all details, regardless of whatever conditions and wages exist for Members of any other Local Union, whether or not employed in HEAVY CONSTRUCTION WORK.

ARTICLE VIII.

HEAVY CONSTRUCTION WORK where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work.

Forty (40) hours shall constitute a week's work.

(b) A Single Shift shall be the continuous nine (9) hours, starting at 8 A.M., EXCEPT when necessary to conform with

[RE-TYPED FOR APPENDIX]

[p.10]

the provisions of Paragraph (a) of Section 4, including one (1) hour for meal time. The Meal time may be curtailed to one-half (1/2) hour.

(c) When Two (2) Shifts are employed, the work period for each shift shall be the continuous eight (8) hours.

(d) When three (3) shifts are employed, each shift will work seven and one-half hours (7 1/2) hours but shall be paid for eight (8) hours, one-half (1/2) hour being allowed for meal time, except that Engineers employed in Power Plants will partake of their meals during their eight (8) hour shift.

(e) When two or more shifts are employed. Single Time will be paid for each shift.

(f) A week shall start at 8 A.M. Monday and end at 8 A.M. Saturday, except when necessary to conform with the provisions of Paragraph (a) of Section 4.

(g) If an Engineer, Maintenance Engineer, Junior Engineer, Fireman, Apprentice Engineer or Oiler is ordered and reports for work on a Saturday, Sunday or a Holiday, regardless of whether his services are used, he shall receive two (2) days' pay. In case an Engineer or Junior Engineer is not ordered out on a Saturday, Sunday or a Holiday, and his machine is operated by another Engineer [p.11] or Junior Engineer he, as well as the Engineer or Junior Engineer who operated the machine, shall be paid two (2) days' pay.

(h) On jobs of more than one (1) shift, if an Engineer or Junior Engineer fails to report for work through any cause over which the Employer has no control, the Engineer on duty will continue to work at the rate of Single Time.

(i) All wages payable under this Agreement shall continue due and be paid on the job every week. Not more than three (3) days pay shall be held back. . . WAGES shall be paid at the EMPLOYER'S OPTION EITHER IN CASH OR BY CHECK, provided—

(1) The check is a Todd Insured ABC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at least on the day preceding a banking day.

(2) The Employer has complied with the provisions of ARTICLE XII relating to BONDING.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination.

tion of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall of his own volition, leave the service of his Employer, then his Employer may retain his wages until the next regular pay day.

(j) On jobs where a MASTER MECHANIC is not employed, repair work during the shift shall be done by the crew on their own machines, or by MAINTENANCE ENGINEERS.

On jobs where a MASTER MECHANIC is employed, repair work during the work shift shall be done by the crew under the general supervision of the MASTER MECHANIC and with such assistance of MAINTENANCE ENGINEERS as the MASTER MECHANIC deems necessary.

Section 2. OVERTIME, HOLIDAYS, ETC.

(a) DOUBLE TIME shall be paid for all work performed in excess of Eight (8) hours per day; for all work performed in excess of Forty (40) hours per week; and for all work performed on Saturdays, and Sundays and Holidays.

(b) HOLIDAYS. Employees covered by this Agreement shall be paid at the rate of SINGLE TIME if they do NOT work . . . on the following Holidays . . . EVEN IF OCCURRING ON A SATURDAY and at the rate of DOUBLE

TIME if they DO work on the following Holidays:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Armistice (Veterans' Day), Thanksgiving and Christmas Day. And at the rate of TRIPLE TIME when working with:

Members of Miners and Drill Runners Local Union No. 29 employed on Tunnel Work ONLY OR when working on RIGS employing Members of DOCK BUILDERS LOCAL UNION No. 1456, when Members of those Unions are so paid TRIPLE TIME.

To be paid for Holidays, Without Working, Members must work at least ONE (1) DAY in the PAYROLL WEEK on which the Holiday occurs. No Employee shall receive pay for any Holiday from more than ONE (1) EMPLOYER.

(c) When the work day ends at 8 A.M. on a Saturday or a Sunday or a Holiday, the Party of the First Part may, at his discretion, define Saturdays, Sundays and Holidays as beginning at 8 A.M. of the Saturday or the Sunday or the Holiday, and continuing until 8 A.M. of the following day, except when necessary to conform to the provisions of Paragraph (a) of Section 4.

Section 3. WAGES

The rates of wages to be paid to Employees covered by this Agreement PER WEEK OF FORTY (40) HOURS SHALL BE EFFECTIVE AS FOLLOWS:

CLASSIFICATIONS LOCAL UNION #14	7-1-66	1-1-67	7-1-67	1-1-68	7-1-68 to 6-30-69
MINE HOISTS	$264	$268	$272	$276	$283.80
STEEL ERECTION	$266	$270	$274	$278	$290.80
Where STEEL ERECTION is an incidental part of a contract, the Engineer will be paid at this rate ONLY for any DAY actually engaged on STEEL ERECTION.					
Backhoes, Draglines, Gradealls, Keystones, Power Shovels, Trenching Machines	$260	$264	$268	$272	$284.80
Pile Drivers and Rigs Employing Dock Builder Foremen, Derrick Boats, Tunnel Shovels	$255	$259	$263	$267	$279.80
Tunnel Mucking Machines, Cranes, Paver Dual Drums	$250	$254	$258	$262	$274.80
Elevators Manual Operated, Pavers, Cableways, Lead Derricks, Power Houses Which Contain Low Air Pressure Units	$245	$249	$253	$257	$269.80
Power Houses Other Than Above, Portable Compressors Three (3) or More in Battery, Double Drum Hoists, Concrete Pumps, Well Point Pumps, Tugger Machines (Caissons), When Driving Truck-Mounted Compressors, Soil Solidification Equipment	$240	$244	$248	$252	$264.80
River Cofferdam Pumps, Welding Machines Except Where ARC is Operated by Members of Local #15, Concrete Breaking Machines, Portable Compressors Single or Two in Battery, Not Over One Hundred Feet (100') Apart, High Pressure Boilers, Single Drum Hoists, Locomotives Over Ten (10) Tons, Push Button Machines	$230	$234	$238	$242	$254.80
LOCAL UNIONS #15, 15-A					**7-1-68 to**
MAINTENANCE ENGINEERS	$230	$234	$238	$242	$254.80
Installing, Repairing, Maintaining, Dismantling of ALL Equipment, including Steel Cutting and Reading Machines, Mechanical Heaters, Mine Hoists, Tower Cranes, Linden, Peine, Lorain, Liebherr, Manner or Machines of Similar Nature, Well Point Systems, ACT as Assistant Master Mechanic on Second and Third Shifts as herein provided. Burning, Welding, ALL					

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CLASSIFICATIONS LOCAL UNION #15, 15-A	7-1-66	1-1-67	7-1-67	1-1-68	7-1-68 to 6-30-69
Pumps EXCEPT RIVER COFFERDAM PUMPS AND WELL POINT PUMPS, ALL Temporary Pipe Fitting, AND Such Other work as by Custom has been performed by the MAINTENANCE ENGINEER	$230	$234	$238	$242	$254.80
JUNIOR ENGINEERS	$230	$234	$238	$242	$254.88
16 Scrapers and Tura-a-Pulls, Tugger Hoists Used Exclusively for Handling Excavated Material), Tractors with Attachments, Hyster and Boostalout Cranes, Cherrypickers, Austin-Westerns and Machines of a Similar Nature, Scoopmobiles, Manuruals, Barber-Greene Loaders, Conveyors, Trenchers, Hough Loaders, Tell Loaders, End and Side Loaders, Mighty Midget and Similar Breakers and Tampers, Motor Patrols, Motor Graders, Curb and Gutter Pavers, and ALL Machines of a Similar Nature	$230	$234	$238	$242	$254.88
JUNIOR ENGINEERS— JUNIOR EQUIPMENT Bulldozers, Tractors, Locomotives Ten (10) Tons and Under, Post Hole Diggers, Motor Generators, Road Finishing Machines, Mixers 16S and Under with or without Loading Devices, Rollers Five (5) Tons and Under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, Dumpster Dumpers	$226	$229	$233	$237	$249.88
FIREMEN Steam Shovels, Power Boilers, Pile Drivers, Derrick Boats	$226	$229	$233	$237	$249.88
APPRENTICE ENGINEERS AND OILERS	$218	$219	$223	$227	$239.80
17 All Gasoline, Electric, Oil or Air Operated Shovels, Cranes, Draglines, Backhoes, Gradalls, Pavers, Trenching Machines, Concrete Pumps, Air Compressors 3 or more in Battery and on Power Houses; AND Their Duties Shall be to Assist the Engineer in Oiling, Greasing, and Repairing of ALL Machines; Giving Signals when Necessary; Chaining Buckets and Scale Boxes; Driving Truck Cranes; Driving and Operating Fuel and Grease Trucks	$218	$219	$223	$227	$239.80

(d) MASTER MECHANIC

WHERE FIVE (5) OR MORE OPERATING ENGINEERS, as defined in ARTICLE IX, Section 3 (a), are employed on any ONE (1) SHIFT ON ONE (1) CONTRACT, there will be ONE (1) MASTER MECHANIC EMPLOYED FOR THAT CONTRACT DURING THE PERIOD OF THE EMPLOYMENT OF THE FIVE (5) OR MORE OPERATING ENGINEERS.
He shall be designated by the Employer and under the direction of the Employer will be responsible for the performance of their duties, by the Engineers, Maintenance Engineers, Junior Engineers, Firemen, Apprentice Engineers and Oilers.

He shall operate a machine in emergencies only, and then only until such time as the services of an Operating Engineer can be obtained.

He shall comply with the provisions of Section 1, ARTICLE IV by becoming a Member of Local No. 14.

The wages of the MASTER MECHANIC shall be determined between the MASTER MECHANIC and the EMPLOYER, with the understanding that it shall not be less than THREE DOLLARS ($3.00) PER DAY MORE than the highest scale paid to the OPERATING ENGINEER.

On Two (2) or More Shift Contracts employing a MASTER MECHANIC the Contractor may employ a FOREMAN MAINTENANCE ENGINEER as ASSISTANT MASTER MECHANIC for each of the second and third shifts, and his wages shall not be less than THREE DOLLARS ($3.00) PER DAY MORE than that of the MAINTENANCE ENGINEER.

Section 4. CONDITIONS

(a) It is understood and agreed that, because of certain Ordinances of the City of New York governing certain operations, such as BLASTING, ETC., shift hours will be arranged to conform with such regulations, etc., and such shift work will be paid for at the SINGLE TIME RATE, in conformity with the terms contained in this Agreement.

(b) When both headings from a single shaft are being operated, and a TUNNEL MUCKING MACHINE is used in each of the two headings, then ONLY ONE (1) ENGINEER AND ONLY ONE (1) APPRENTICE ENGINEER shall be employed to cover the two (2) MUCKING MACHINES, it being understood that they shall oil and grease the machines during their idle time and shall be responsible for them.

Whenever an Engineer, Fireman or Junior Engineer is employed intermittently to operate a machine, he shall do such other work during the period when his machine can not be operated as may be determined by the MASTER MECHANIC.

During a work shift an Employer may move the crew from Machine A to Machine B with no additional pay to the crew.

During a work shift should an Employer move the crew from Machine A to Machine B and then back to Machine A, the crew shall receive two (2) hours additional pay.

During the work shift should an Employer move, the crew shall receive eight (8) hours additional pay.

(c) Continuous Pumping EXCEPT WELL-POINT AND RIVER COFFERDAM PUMPS is the work of the MAINTENANCE ENGINEER.

Where Pumps are used to pump Pier Holes, etc. and on Tidal Work, if the Pumping is INTERMITTENT, then a MAINTENANCE ENGINEER shall be employed to operate up to and including FIVE (5) PUMPS.

The Employer shall provide suitable shelter to protect Engineers when they are at work.

(d) WELDING MACHINES.

A person will not be employed on the Welding Machine when the WELDING ARCS are operated by Employees who comply with the provisions of Section 1 of ARTICLE IV by becoming Members of LOCAL No. 15.

(e) FIREMEN AND ENGINEERS ON WATER RIGS

When ordered by the Employer shall report for work ONE (1) HOUR before the regular starting time to raise steam and grease machines, etc., and shall be paid at the rate of DOUBLE TIME for this ONE (1) HOUR.

(f) TUGGER HOISTS.
Where the Tugger Machine is used for pulling cars, or handling of miscellaneous materials in Tunnels, Subways, etc., a Junior Engineer will be employed.

(h) When a land pile driving rig has auxiliary equipment such as a boiler, compressor, or similar attachement in operation, the crew shall report one (1) hour before starting time and receive pay for such hour at the rate of DOUBLE TIME.

(i) Where the Operation of Dust Collectors entails work beyond the capabilities of the Engineer Operating the Compres-

ors, an Apprentice Engineer will be assigned to assist the Engineer.

(j) No employee covered in this Agreement shall be subject to a physical examination in order to be employed.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by the Party of the First Part. The Party of the First Part stipulates that all such Sub-Contractors shall provide the Bond required by the terms of ARTICLE XII of this Agreement.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1966 until and including

JUNE 30, 1969, shall pay a sum equal to FOUR PER CENT (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

Joint Welfare Fund of the International Union of Operating Engineers Local Unions #14, #15 and #15-A

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 2. PENSION FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1966 to and including June 30, 1969 shall pay a sum equal to SIX PER CENT (6%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

Joint Pension Fund of the International Union of Operating Engineers Local Unions #14, #15 and #15-A

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each month on the wages earned in the preceding month.

Section 3. VACATION FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of JULY 1, 1967 and continuing to and including JUNE 30, 1969, shall pay a sum of THIRTY-FIVE CENTS (35¢) per hour of each SINGLE TIME hour PAID and SEVENTY CENTS (70¢) per hour for each DOUBLE TIME HOUR PAID for their Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a

Vacation Plan of the
International Union of Operating Engineers
Local Unions #14, #15 and #15-A

to be administered by trustees, one-half of whom shall be designated by the Union and one-half of the Employers.

Section 4. LIQUIDATED DAMAGES.

Any Employer who fails to pay contributions when due, may be required to pay, in addition, at annual rate of six per cent (6%) per annum as liquidated damages an amount equal to ten per cent (10%) of the amount due, and in addition the cost and expense of counsel commencing and prosecuting or participating in proceedings at law or in equity, including insolvency proceedings — a sum not to exceed One Thousand Dollars ($1,000) or five per cent (5%) the amount found to be due, whichever sum is greater.

ARTICLE XII.

Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective funds. Bond shall be in the following amounts:

An Employer employing

1 to 25 men	$10,000
26 to 50 men	$15,000
more than 51 men	$25,000

It is further agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows:

The stipulated percentage shall be applied to the Straight Time Wage Rate. It is further agreed that no contribution shall be required on the Premium Portion of Wages.

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ARTICLE XIII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their duly authorized representatives.

For the Party of the Second Part

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCALS #14, #15, #15-A

JAMES R. DILLON
Business Mgr.—Local Union #14

RALPH DALTON
President—Local Union #14

JOHN J. EGAN
Secretary—Local Union #14

THOMAS A. MAGUIRE
President—Local Union #15, #15-A

DONALD F. RODGERS
Secretary—Local Union #15, #15-A

For the Party of the First Part

IN BEHALF OF, AND AUTHORIZED BY, THE FOLLOWING LISTED MEMBERS (SEE ATTACHED) OF THE GENERAL CONTRACTORS ASSOCIATION.

By JAMES B. MARTIN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

WASHINGTON, D.C., HEREWITH APPROVES OF THE JURISDICTION, TERMS AND CONDITIONS EMBRACED BY THIS AGREEMENT.

By .....
Eastern District Representative

By .....
President

THE INTERNATIONAL UNION
OF
OPERATING ENGINEERS

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AGREEMENT

Between

MEMBERS
OF THE
GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK,
Inc.

and

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCALS 14, 15 & 15-A

Affiliated with the
AFL-CIO

July 1, 1969 to June 30, 1972

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EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

40 E...

AGREEMENT made this 1st day of July 1969 by and between the Members of The General Contractors Association of New York, Inc. (hereinafter "G.C.A.") who are signatories to this Agreement (hereinafter "Employer") and the International Union of Operating Engineers, Local 14, AFL-CIO (hereinafter "Local #14"), Locals 15, 15-A, AFL-CIO (hereinafter "Locals #15, 15-A) and (hereinafter collectively "Union").

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Purposes — Declaration of Principles

Section 1. Purposes

The purposes for which this Agreement is entered into are as follows:

(a) prevent strikes and lockouts;

(b) facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union;

(c) prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer, and Union, and the loss of wages to the Employee;

(d) enable the Employer to secure at all times sufficient forces of skilled workmen;

(e) provide as far as possible for the continous employment of labor;

(f) provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon;

(g) bring about stable conditions in the Industry;

(h) keep costs of work in the Heavy Construction Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;

(i) continue the custom and practice heretofore prevailing for many years on heavy construction, excavation and building foundation work, (hereinafter "Heavy Construction Work") of agreement as to the terms and conditions of employment, and as to the necessary procedure for amicable adjustment of all disputes or questions that may arise.

Section 2. Declaration of Principles

Both parties to this Agreement acknowledge that this Agreement is the uniform agreement for the Heavy Construction Industry and its execution will further the interests of said Industry. This Agreement will be interpreted under the following principles:

(a) that there shall be no limitations as to the amount of work an Employee shall perform during his working day, it being understood that said Employee shall perform a fair and honest day's work, within the limits of safety;

(b) that there shall be no restriction on the use of machinery, tools or appliances, within the limits of safety;

(c) that there shall be no restriction on the use of any raw or manufactured materials, except prison-made;

(d) that no person shall have the right to interfere with Employees or workmen during the working hours;

(e) that Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages agreed upon as hereinafter set forth in this Agreement;

(f) that Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by an Employee is, or is not, satisfactory;

(g) that G.C.A., Employer and the Union agree that they have not, and will not discriminate because of race, creed, color, or nationality against any individual. In furtherance of these efforts, the parties agree to fully participate in the program of the New York Building and Construction Industry Board of Urban Affairs Fund.

Section 3. Completeness of Agreement

It is understood that the Purposes and Declaration of Principles, herein set forth, are a part of this Agreement and said Purposes and Principles govern all parties hereto in the performance thereof and shall be complied with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform and to comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

ARTICLE II

Jurisdiction

This Agreement covers work performed by the Employer in New York City on Heavy Construction Work, as hereinafter defined in Article VIII.

If the Employer engages in any class of work not embodied in Heavy Construction Work, as hereinafter defined, both parties shall comply with all of the Union conditions then existing in that class of work.

ARTICLE III

Union Security — Union Visitation

Section 1. Union Security

The Employer shall employ for the work under its contract to be governed by this Agreement as provided in Article II, for the classifications of work listed in Article IX hereof, such Employees as it may designate, providing said Employees shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become Members in good standing of the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all parties to this Agreement.

Section 2. Union Visitation

Authorized representatives of the Union shall be allowed to visit jobs, and interview the Employer and Employees covered by this Agreement, but shall in no way interfere with or hinder the progress of the work.

ARTICLE IV

Term — Renewal

This Agreement shall continue in effect until and including June 30, 1972, and during each year thereafter unless on or before the fifteenth (15th) day of March 1972, or on or before the fifteenth (15th) day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either party on the other party.

In the event that written notice shall have been served, an agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by June 30th of the year in which the notice shall have been served.

ARTICLE V

Disputes

Section 1. No Lockout, Strike, Work Stoppage

It is hereby agreed that no question or dispute or breach of this Agreement which may be caused by any of the parties hereto, shall be the occasion for or cause of any lockout, strike or work stoppage. The Employer expressly agrees that it will not lock out its Employees covered by this Agreement. The Union expressly agrees not to strike or in any other manner stop or hinder work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both parties agreeing to settle any question or dispute that may arise from any of the parties hereto by submitting same for determination as herein provided, with the express agreement that the parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. Procedures of Grievance — Arbitration

For the purpose of settling disputes between the parties hereto as to any claims of violation of this Agreement, or of any dispute or breach that may arise in connection therewith, or for construing the terms and provisions thereof, the following procedure is established:

(a) the matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of the G.C.A., who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution. If the matter is not resolved thereby, then;

(b) the matter will be submitted to an Arbitration Board, composed of two (2) representatives, not employed by the Employer, and two (2) other representatives, not employed by the Union. This Board shall meet within three (3) days of the submission to it of the dispute by either party and both parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. Said Board shall make its decision as speedily as possible thereafter;

(c) should the Arbitration Board of four (4) fail to reach a decision, they shall select an additional Member, not identi-

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fied with the Construction Industry, or with Labor. If such selection is not made within a reasonable time, the additional Member will be designated by the Chairman of the New York State Mediation Board. This five-member Arbitration Board shall render its decision as speedily as possible thereafter.

Section 3. Finality of Decision

A decision made under any one of the above procedures in Section 2 (a), (b) and (c) shall be final and binding upon all parties. This decision will be by majority vote and it shall become part of this Agreement from the date the decision is rendered.

Section 4. Status Quo

Until a decision shall have been rendered, neither party shall take any action of any character as to the complaint, statement or matter in question.

Section 5. Expenses

The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever party they represent. The expenses and salary, if any, of the additional Member shall be shared equally by the parties.

ARTICLE VI

Jurisdictional Disputes

Section 1. No Work Stoppage

It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the trades to the Board Authorized for Settlement of Jurisdictional Disputes for decision.

Section 2. Termination of Employment During Work Stoppage

In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Employer may pay off its Employees at the end of the work day on which the stoppage occurs, and will not have to pay these Employees for any time during the period of the work stoppage.

ARTICLE VII

Other Union Agreements

It is agreed that the Union will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in Heavy Construction Work.

ARTICLE VIII

Heavy Construction Work — Employees Covered

Section 1. Heavy Construction Work

Heavy Construction Work where referred to in this Agreement, is hereby defined as the Construction of Engineering Structures and Building Foundations, exclusive of the Erection of Buildings, since this latter work is agreed to be a separate and distinct branch of the Construction Industry.

Section 2. Employees Covered

This Agreement is applicable to qualified Employees who are employed under the classifications as set forth in Article IX, Sections 6 and 7 of this Agreement.

ARTICLE IX

Wages and Conditions

Section 1. Hours of Work

Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

At the commencement of employment an Employee will be paid for days actually worked in the payroll week. At the termination of employment, an Employee will be paid for days actually worked in the payroll week. If an Employee is laid off from his work assignment and rehired within five (5) consecutive working days for the same work assignment, said Employee shall be paid for the actual working days for which he was not employed, if he was not employed by another Employer during the layoff period.

Section 2. Shifts

(a) A single shift shall be a continuous nine (9) hours starting at 8:00 a.m., except when necessary to conform with the provisions of this Article IX, Section 8, including one (1) hour for mealtime. The mealtime may be curtailed by one-half (½) hour.

(b) When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours.

(c) When three (3) shifts are employed, each shift will work seven and one-half (7½) hours but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime.

(d) When two (2) or more shifts are employed, single time will be paid for each shift.

(e) On jobs of more than one (1) shift, if an Engineer or Junior Engineer fails to report for work through any cause over which the Employer has no control, the Engineer on duty will continue to work at the rate of single time.

(f) A week shall start at 8:00 a.m. Monday and end at 8:00 a.m. Saturday, except when necessary to conform with the provisions of this Article IX, Section 8, Subdivision (a).

(g) When an Employee is ordered out and reports on a Saturday, Sunday or holiday, regardless of whether his services are employed, he shall receive two (2) days' pay.

(h) In case an Engineer or Junior Engineer is not ordered out on a Saturday, Sunday, or a holiday, and his machine is operated by another Engineer or Junior Engineer he, as well as the Engineer or Junior Engineer who operated the machine, shall be paid two (2) days' pay.

Section 3. Payment of Wages

All wages payable under this Agreement shall become due and be paid on the job every week and not more than three (3) days' pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check, provided:

(a) the check is a Todd Insured ABC System Payroll Check or a similar type of check, and the delivery of the checks shall be made at least one (1) day preceding a banking day;

(b) the Employer has complied with the provisions of Article XII relating to Bonding.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

Section 4. Overtime

Double time shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week, and for all work performed on Saturdays, Sundays and holidays.

Section 5. Holidays

Holidays to be observed as such are:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Memorial Day (Decoration Day)	Armistice Day (Veterans' Day)
Independence Day (4th of July)	Thanksgiving Day
	Christmas Day

(a) All Employees covered by this Agreement shall receive eight (8) hours' pay at the single time rate for any of the above-mentioned holidays even if occurring on a Saturday. If an above-mentioned holiday occurs on a Sunday, it

should be observed on the following Monday.

If a holiday occurs on a Saturday, Employees except for those manning powerhouses, refrigeration, soil solidification, wellpoint, coferdam, and continuous pumping installations, and other similar type installations, shall not perform any work on said Saturday, without the prior permission of the Union Business Representative having been rendered to the Employer, and such permission shall not be unreasonably denied.

If it is necessary for the Employees covered by this Agreement to work on any of the above-mentioned holidays, even if the holiday occurs on a Saturday or Sunday, compensation shall be only at the double time rate, and at the rate of triple time when working with members of the Laborers International Union of North America, AFL-CIO (hereinafter "Laborers International") employed on tunnel work when said members of the Laborers International are so paid triple time.

To be paid for any of the above-mentioned holidays without working, Employees must work at least one (1) day in the payroll week in which the holiday occurs. No Employee shall receive pay for any holiday from more than one (1) Employer.

(b) Where the workday ends at 8:00 a.m. on a Saturday, or a Sunday, or a holiday, the Employer may, at his discretion, define Saturdays, Sundays and holidays as beginning at 8:00 a.m. of the Saturday, or the Sunday, or the holiday, and continuing until 8:00 a.m. of the following day, except when necessary to conform to the provision of Paragraph (a) of Section 8 of this Article IX.

Section 6. Wages

The rates of wages to be paid Employees covered under this Agreement per forty (40) hour week shall be as follows and shall be in addition to all fringe benefit funds and dues checkoff as provided for herein:

(a) **Local 11. Operating Engineer**

1. BACKHOES: POWER SHOVELS: STEEL ERECTION:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$304.40	$305.60	$322.40	$350.80	$401.20

2. MINE HOISTS AND CRANES (used as Mine Hoists):

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$302.40	$303.20	$320.00	$348.00	$398.40

3. GRADALLS: KEYSTONES: CRANES on Land or Water (with diggings buckets including SAND

DOCK CRANES, BRIDGE CRANES, CLAMSHELLS, DRAGLINES): TRENCHING MACHINES:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$298.40	$299.20	$316.00	$342.80	$392.40

4. PILE DRIVERS & RIGS (employing dock builder foreman): DERRICK BOATS: TUNNEL SHOVELS:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$293.20	$293.20	$309.20	$336.40	$385.20

5. TUNNEL MUCKING MACHINES: BACK FILLING MACHINES: CRANES (including but not limited to those utilizing scale boxes and mucking buckets): PAVER DUAL DRUMS:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$283.00	$288.00	$304.00	$330.80	$378.80

6. ELEVATORS (manually operated): PAVERS: CABLEWAYS: LAND DERRICKS: POWER HOUSES which contain low air pressure units): ASPHALT SPREADERS: AUTOGRADES (C.M.I.)

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$287.80	$282.90	$297.60	$324.40	$371.60

7. POWER HOUSES (other than above): PORTABLE COMPRESSOR (used for Steel Erection): COMPRESSORS (3 or more in battery): DRIVING of Truck Mounted Compressors: DOUBLE DRUM HOISTS: CONCRETE PUMPS: WELL POINT PUMPS: TUGGER MACHINES (compressed air caissons): DRILLED-IN CAISSONS: SOIL SOLIDIFICATION EQUIPMENT: WELDING MACHINES (used for Steel Erection):

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$277.60	$277.60	$292.00	$318.00	$364.00

8. ROLLERS (irrespective of motor power): CONCRETE MIXERS:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$276.40	$276.40	$290.00	$316.40	$362.40

9. RIVER COFFERDAM PUMPS: WELDING MACHINES (except where ARC is operated by members of Local #15) CONCRETE BREAKING MACHINES: PORTABLE COMPRESSORS (1, or 2 in battery not over 100 ft. apart): HIGH PRESSURE BOILERS: SINGLE DRUM HOISTS: LOCOMOTIVES (over 10 tons): PUSH BUTTON MACHINES: STATIONERY ENGINEERS: Care,

Operating and Maintenance of Conveyor Rollers and Plant Equipment in Asphalt Plants:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$266.80	$266.80	$280.00	$305.60	$350.00

10. Wage Provisions applicable to the Local 14 Operating Engineer:

(i) STEEL ERECTION: When steel erection is an incidental part of a contract, the Operating Engineer will be paid the steel erection rate for only any day actually engaged in steel erection.

(ii) LONG BOOM WATER RIG RATE or LAND CRANE (mounted on a piece of floating equipment when working with Dockbuilders): On any water rig or land crane mounted on a piece of floating equipment when working with Dockbuilders, having a boom one hundred thirty (130) feet and over, the Operating Engineer shall receive fifty (50¢) cents per hour over the applicable crane rate wage.

(iii) LONG BOOM LAND CRANE RATES (non-acumulative increases): On any land crane the Operating Engineer shall receive the following non-accumulative

increases over the applicable crane rate wage for utilizing the following boom lengths:

Boom Length	Hour Wage Increase (non-accumulative)
100 ft.-149 ft. add	$ .50/hr. to applicable crane rates
150 ft.-249 ft. add	$ .75/hr. to applicable crane rates
250 ft.-349 ft. add	$1.00/hr. to applicable crane rates
350 ft.-450 ft. add	$1.50/hr. to applicable crane rates

(b) Locals 15, 15-A

1. JUNIOR ENGINEERS when operating a Cherrypicker (20 tons and over) and Loaders (rubber-tired and/or tractor type with a manufacturer's minimum rated bucket capacity of 6 cubic yards and over):

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$276.80	$290.80	$306.00	$331.20	$376.00

2. JUNIOR ENGINEERS when operating the following equipment and attachments — Scrapers: Turn-A-Pulls: Tugger Hoists (used exclusively for handling excavated material): Tractors (rubber-tired and/or track type): Hysters and Roustabout Cranes: Back Scratchers: Cherrypickers (under 20 tons), Austin-Western and machines of a similar nature: Bulldozers: Loaders (rubber-tired and/or tractor type with a manufacturer's minimum rated bucket capacity of less than 6 cubic yards)

Motor Graders: Curb and Gutter Pavers and machines of similar nature:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$266.80	$280.80	$296.00	$321.20	$366.00

MAINTENANCE ENGINEERS: Installing, Repairing, Maintaining, Dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems) — Driving Maintenance Trucks and truck-mounted Welding Machines, Burning, Welding—All pumps (regardless of motor power except River Cofferdam Pumps and Well Point Pumps): Operation of Accumulator for Shield-Driven Tunnels, in addition to the performance of other duties: All Temporary Pipe Fitting: Such other work as by custom has been performed by the Maintenance Engineer. When 3 or more motorized concrete buggies (ride type) are utilized on the job site they shall be serviced, maintained and repaired by the Maintenance Engineer. The Operating Engineer on Autogrades (C.M.I.) is to be assisted by the Maintenance Engineer who shall in addition perform other duties.

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$266.80	$280.80	$296.00	$321.20	$366.00

3. JUNIOR ENGINEERS when operating the following pieces of minor equipment: Tractors: Locomotives (10 tons and under): Post Hole Diggers: Motor Generators: Road Finishing Machines: Mixers: (16S and under with or without loading devices): Rollers (5 tons and under): Tugger Hoists: Dual Purpose Trucks: Fork Lifts: Dempster Dumpers:

FIREMEN—Tending to: Steam Operated Shovels: Power Boilers: Steam Operated File Drivers: Steam Operated Derrick Boats: Steam Operated Water Rigs:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$262.00	$276.00	$290.80	$315.60	$359.60

4. APPRENTICE ENGINEERS & OILERS — (all gasoline, electric, diesel or air operated) Shovels: Cranes: Draglines: Backhoes: Keystones, Gradalls: Pavers: Trenching Machines: Concrete Pumps: Gunite Machines: Compressors (3 or more in

Battery): Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines: Giving signals when necessary: Chaining buckets and scale boxes: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 7/1/72
Weekly	$251.60	$264.60	$279.20	$303.20	$345.60

It is agreed that Locals 15 and 15-A may reduce the wage rate set forth above for the period of July 1, 1971 to July 1, 1972 and reallocate the amount of said reduced wage rate into fringe benefits, after notifying in writing the G.C.A. sixty (60) days before said reallocation is to become effective.

Section 7. Master Mechanic — Working Foreman Maintenance Engineer

(a) Master Mechanic

When five (5) or more Operating Engineers who are under the jurisdiction of Local #14 as set forth in Article IX, Section 3 (a) of this Agreement, are employed on any one (1) shift, under one (1) contract of the Employer, there shall be one (1) Master Mechanic employed on the first shift for that contract during the period of the employment of said five (5) or more Operating Engineers. Said Master Mechanic shall

have supervision of all Employees covered by this Agreement working for the Employer and all of its subcontractors, and no other Master Mechanic is required, under this Agreement.

If a total of five (5) or more Operating Engineers, who are under the jurisdiction of Local #14 as set forth in Article IX, Section 3 (a) of this Agreement are employed by a Contractor, or any combination of Contractors on the same job, a Master Mechanic must be employed by the Owner, Builder, Owner-Builder, or any of its representatives. The Employer covered by this Agreement herein agrees not to proceed with any of its work, which is under the jurisdiction of Local #14, until said Owner, Builder, Owner-Builder or any of its representatives employs and assumes the compensation for said Master Mechanic. The word "job" as used herein means a site and/or portion thereof upon which a planned improvement will be constructed.

The Master Mechanic shall be designated by Local #14 subject to the approval of the Employer at a pre-job conference, and under the direction of the Employer said Master Mechanic will be responsible for the performance of the duties of all Employees covered by this Agreement.

The Master Mechanic shall operate equipment in emergencies only, and then

only until such time as the services of another Employee covered by this Agreement are obtained.

The Master Mechanic shall comply with the provisions of Article III, Section 1 by becoming a member of Local 14.

The wages of the Master Mechanic shall be determined between the Master Mechanic and the Employer, with the understanding that it shall not be less than three ($3.00) dollars per day more than the highest daily wage paid to an Operating Engineer on the same job, under one (1) contract of the Employer.

(b) Working Foreman Maintenance Engineer

On the first shift where a Master Mechanic is employed, a Working Foreman Maintenance Engineer shall also be employed. If two or more shifts are utilized and a Master Mechanic is employed on the first shift, then the Employer shall employ a Working Foreman Maintenance Engineer for each of the second and third shifts. The Working Foreman Maintenance Engineer's wages shall not be less than three ($3.00) dollars per day more than that of a Maintenance Engineer employed on the same job, under one (1) contract of the Employer.

Section 8. Conditions

(a) Varying Shift Commencement

It is understood and agreed that, because of certain Ordinances of the City of New York governing certain operations, such as blasting, etc., shift hours will be arranged to conform with such regulations, etc., and such shift work will be paid for at the single time rate, in conformity with the terms contained in this Agreement.

(b) Tunnel Mucking Machine

In tunnel work when both headings from a single shaft are being operated, and a Tunnel Mucking Machine is used in each of the two headings, then only one (1) Engineer and only one (1) Apprentice Engineer shall be employed to man the two (2) Tunnel Mucking Machines, it being understood that said Employees shall oil, grease, and shall be responsible for the machines during the time said machines are not operated.

(c) Work Continuity

Whenever an Engineer, Fireman or Junior Engineer is employed intermittently to operate a machine, he shall do such other work during the period when his machine cannot be operated as may be determined by the Master Mechanic.

(d) Shifting of Employees on Equipment

During a work shift an Employer may move the crew or an individual operator

from Machine A to Machine B, and then back to Machine A, when there is an emergency on the project or a breakdown on Machine A, with no additional pay to the crew, or individual operator.

During a work shift an Employer may move the crew or an individual operator from Machine A to Machine B, when job conditions or logistics enable such a move, only with the prior approval of either the Master Mechanic, or the Local Union Business Representative and said approval shall not be unreasonably withheld, with no additional pay to the crew, or individual operator.

During a work shift should an Employer move the crew or individual operator from Machine A to Machine B and then back to Machine A for the reasons other than those specified in this Section 8 (d), the crew or the individual operator shall receive two (2) hours' additional pay.

During the work shift should an Employer make an additional move, the crew or individual operator shall receive eight (8) hours' additional pay.

(e) **Pumping**

Continuous pumping regardless of motor power is the work of the Maintenance Engineers. Wellpoint and river cofferdam pumps are the work of the Operating Engineer under the jurisdiction of Local #14 as set forth in Article

IX, Section 3 (a) of this Agreement. Continuous pumping when using one air pump shall be performed by the Operating Engineer, under the jurisdiction of Local #14, manning the Compressor.

If two (2) or more air pumps are employed a Maintenance Engineer will man said pumps in addition to performing other duties as required.

Where pumps are used intermittently to pump any water accumulation, Pier Hole and on Tidal Work, then a Maintenance Engineer shall be employed to operate up to and including five (5) pumps.

Wellpoint, Eductor, Ejector Dewatering Systems

After a wellpoint dewatering system is installed and while operating, a Maintenance Engineer shall be employed on the first eight (8) hour (day) shift on Monday through Friday inclusively. No Maintenance Engineer shall be employed on said wellpoint dewatering system on any second or third shift.

After a wellpoint dewatering system is installed and while operating, if an addition to the wellpoint dewatering system pumps, other gasoline, diesel or electric powered pumps are installed and operated to supply water to a recharge system, one (1) Maintenance Engineer shall be employed on each

[RE-TYPED FOR APPENDIX]

[p.28]

shift while said other pumps are operating.

After an eductor or ejector dewatering system is installed and while operating, if in addition to the eductor or ejector dewatering system pumps, other gasoline, diesel or electric powered pumps are installed and operated, one (1) Maintenance Engineer shall be employed on each shift while said other pumps are operating.

(f) Welding Machines.

An Employee will not be employed on the Welding Machine when the welding arcs are operated by Employees who comply with the provisions of Section 1 of Article III by becoming members of Local #15.

(g) Water Rigs (Steam and Grease Time)

Operating Engineers and Firemen employed on water rigs when performing work at job sites shall report for work one (1) hour before the regular starting time to raise steam grease machines, and perform all other duties, for which they shall be paid at the rate of double time for said one (1) hour. This provision is applicable to shift work.

(h) Tugger Hoists

Where the Tugger hoist is sued for pulling cars, or handling of miscellane-

[p.29]

ous materials in tunnels, subways, etc., a Junior Engineer will be employed.

(i) Land Pile Driving Rig
(Auxiliary Equipment)

If one compressor is mounted on a land pile driving rig along with other auxiliary equipment; for example, a jet pipe, an auger, a generator for the furnishing of power to light the work of the land pile driving rig, then the Crane Engineer and Oiler will report one (1) hour before the starting time and receive only one (1) hour additional pay, at the rate of double time for said one (1) hour.

When two or more compressors are mounted in tandem on a land pile driving rig, the Crane Engineer and Oiler will report one (1) hour before starting time and receive two (2) hours' additional pay at the rate of double time for said one (1) hour. These provisions are applicable to shift work.

(j) Land Pile Driving Rig
(Vibratory Hammer)

If the generator and console for a vibratory hammer are mounted upon a land pile driving rig the controls for said hammer shall be operated by the Crane Engineer, and the Crane Engineer and the Oiler will report one (1) hour before starting time and receive only one (1) hour additional pay at

tively cease such work. There shall be no cessation of work pending a deci-

shift while said other pumps are operating.

After an eductor or ejector dewatering system is installed and while operating, if in addition to the eductor or ejector dewatering system pumps, other gasoline, diesel or electric powered pumps are installed and operated, one (1) Maintenance Engineer shall be employed on each shift while said other pumps are operating.

(f) Welding Machines

An Employee will not be employed on the Welding Machine when the welding ares are operated by Employees who comply with the provisions of Section 1 of Article III by becoming members of Local #15.

(g) Water Rigs (Steam and Grease Time)

Operating Engineers and Firemen employed on water rigs when performing work at job sites shall report for work one (1) hour before the regular starting time to raise steam, grease machines, and perform all other duties, for which they shall be paid at the rate of double time for said one (1) hour. This provision is applicable to shift work.

(h) Tugger Hoists

Where the Tugger Hoist is used for pulling cars, or handling of miscellaneous materials in tunnels, subways, etc., a Junior Engineer will be employed.

(i) Land Pile Driving Rig (Auxiliary Equipment)

If one compressor is mounted on a land pile driving rig along with other auxiliary equipment; for example, a jet pipe, an auger, a generator for the furnishing of power to light the work of the land pile driving rig, then the Crane Engineer and Oiler will report one (1) hour before starting time and receive only one (1) hour additional pay, at the rate of double time for said one (1) hour.

When two or more compressors are mounted in tandem on a land pile driving rig, the Crane Engineer and Oiler will report one (1) hour before starting time and receive two (2) hours' additional pay at the rate of double time for said one (1) hour. These provisions are applicable to shift work.

(j) Land Pile Driving Rig (Vibratory Hammer)

If the generator and console for a vibratory hammer are mounted upon a land pile driving rig the controls for said hammer shall be operated by the Crane Engineer, and the Crane Engineer and the Oiler will report one (1) hour before starting time and receive only one (1) hour of additional pay at

Building Trades Department of the American Federation of Labor, whose decis-

the rate of double time for said one (1) hour. This provision is applicable to shift work.

If the generator for the vibratory hammer, the console and control unit are placed upon the ground or on a trailer in the vicinity of the land pile driving rig, the generator shall be manned by a Local #15 Maintenance Engineer and the control unit shall be operated by a Local #14 Engineer. The Crane Engineer and Oiler of said land pile driving rig shall receive no additional pay.

(k) **Operation of Dust Collectors**

Where the operation of Dust Collectors entails work beyond the capabilities of the Engineer operating the Compressors, an Apprentice Engineer will be assigned to assist the Engineer.

(l) **Maintenance and Repair Work — Overtime Repair Work at a Work Site**

All maintenance and repair work at a work site of any kind and description, exclusive of said work being performed by other trades, shall be performed by Employees covered under this Agreement, and/or Employees covered under the Agreement between Local 15-C, International Union of Operating Engineers, and members of the G.C.A.

On jobs where a Master Mechanic is employed, repair work during the work

shift shall be performed by the crew on their own machines, or by Maintenance Engineers.

On jobs where a Master Mechanic is employed, repair work during the work shift shall be performed by the crew under the general supervision of the Master Mechanic and with such assistance of Maintenance Engineers as the Master Mechanic deems necessary.

If a piece of equipment breaks down and is repaired on the job site on overtime, the crew or individual operator of said piece of equipment shall work on the repair during the overtime period, exclusive of welding, motor and compressor work.

(m) **Saturday Employment — Maintenance Engineer**

When three (3) or more Operating Engineers exclusive of Operating Engineers manning powerhouses, refrigeration, soil solidification, wellpoint, cofferdam, and continuous pumping installations and other similar type installations are employed on any one (1) shift under one (1) contract of the Employer on a Saturday, either the Working Foreman Maintenance Engineer or Maintenance Engineer shall be assigned to work on said Saturday provided at least one (1) Maintenance Engineer has worked on the project for a minimum of forty (40) hours prior to the said Saturday

the pile driver shall operate the push buttons used to control the operation

except at the commencement of a project. The wages of the Working Foreman Maintenance Engineer shall not in any manner be increased, adjusted or added to, if the Maintenance Engineer rather than the Working Foreman Maintenance Engineer works on said Saturday.

(n) **Concrete Pumps**

Concrete pumps are to be manned by Employees covered by this Agreement under the jurisdiction of Local #14 and Local #15.

(o) **Compressor Manning**

Exclusive of Powerhouses, when compressors in battery are piped together and/or into a common receiver, they are to be manned as follows:

1 or 2 Compressors
1 Local #14 Operating Engineer

3 thru 6 Compressors
(Maximum 7500 cu. ft. capacity such as 5-1500 cu. ft. capacity and/or 6-1200 cu. ft. capacity)
1 Local #14 Operating Engineer and 1 Local #15 Oiler

7 Compressors
2 Local #14 Operating Engineers and 1 Local #15 Oiler

8 thru 12 Compressors
2 Local #14 Operating Engineers and 2 Local #15 Oilers

Over 12 Compressors
Repeat the above in the same manner.

(p) **Compressor, Welding and Maintenance Trucks**

When a truck mounted compressor, truck mounted welding machine or maintenance truck is employed, said truck shall be driven by an Employee covered under this Agreement in addition to the performance of his duties.

(q) **Physical Examination**

No Employee covered in this Agreement shall be subject to a physical examination in order to be employed.

ARTICLE X

Intent of Agreement

Section 1. Spirit of Agreement

This Agreement and all of its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the principles or intent of this Agreement.

(d), (e), (f) and (g) exceed the numbers specified re-

Section 2. Binding Subcontractors and Other Firms

The terms, covenants and conditions of this Agreement shall be binding upon all Subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employer.

The Employer stipulates that any firm engaging in Heavy Construction Work in which it has or acquires a financial interest, shall be bound by all of the terms and conditions of this Agreement.

Section 3. Execution of Agreement

This Agreement shall be executed by both parties hereto and countersigned by the duly authorized officers of the International body or bodies governing the Local Union, if required by said International.

ARTICLE XI

Fringe Benefit Funds

Section 1. Welfare Fund Contribution

Commencing July 1, 1969 and continuing through June 30, 1972, the Employer agrees to pay a sum equal to five (5%) per cent of the straight time payroll of the Employees covered under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Welfare Fund of the International Union of Operating Engineers, Locals 14, 14-B, 15, 15-A,

15-C, 15-D (hereinafter "Welfare Fund"), to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the New York State Disability Benefits Law. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned during the preceding month.

Section 2. Pension Fund Contribution

Commencing as of July 1, 1969 and continuing through June 30, 1972, the Employer agrees to pay a sum equal to five (5%) per cent of the straight time payroll of the Employees working under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Pension Fund of the International Union of Operating Engineers Local Unions 14, 14-B, 15, 15-A, 15-C, 15-D (hereinafter "Pension Fund") to be administered by Trustees, one half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the fifteenth (15th) day of each month on the wages earned during the preceding month.

Section 3.

(a) Computation of Welfare and Pension Fund Contributions

Contributions for the Welfare and

200

Pension Funds as provided for herein shall be at the stipulated percentage applied only to the straight time payroll of each Employee, and no contribution shall be made on the premium portion of double time or overtime of the payroll, or on the contributions to the Funds as provided for in Sections 4 through 11 of this Article XI.

(b) **Coverage of Additional Employees Under the Welfare and Pension Fund**

Every present and future salaried regular employee of the Union, Welfare Fund, Pension Fund, Vacation Fund, Apprentice Fund, and Training Fund may participate in the benefits provided herein for Employees of the Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of the Union, the Welfare Fund, the Pension Fund, the Vacation Fund, the Apprentice Fund and the Training Fund by the respective employers of said employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff

may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Unions 14, 15, 15-A.

Coverage for the employees of the Welfare Fund and Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

Section 4. Vacation Fund Contribution

(a) **Local 14**

Commencing July 1, 1969, and continuing through June 30, 1972, the Employer agrees to pay the sum of:

thirty-five (35¢) cents per hour for each single time hour paid

seventy (70¢) cents per hour for each double time hour paid

to each Employee covered by this Agreement working under the classifications as set forth in Article IX, Section 3 (a) herein and territorial jurisdiction of Local 14, in stamps purchased from a United States Treasury-approved International Union of Operating Engineers Locals 14, 14-B Vacation Fund (hereinafter "Locals 14, 14-B Vacation Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be cashed by Locals 14, 14-B Vacation Fund at such times designated by the Trustees. Contributions of the Employer shall be used exclusively to

provide benefits in such amount or amounts as the trustees of Locals 14, 14-B Vacation Fund may determine, as well as for the organization and administration of the Locals 14, 14-B Vacation Fund. The Locals 14, 14-B Vacation Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Locals 14, 14-B and one-half by the Employers pursuant to an Agreement and Declaration of Trust.

(b) **Locals 15, 15-A**

Commencing July 1, 1969, and continuing through June 30, 1972, the Employer agrees to pay the sum of:

thirty-five (35c) cents per hour for each single time hour paid

seventy (70c) cents per hour for each double time hour paid

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Locals 15, 15-A, in stamps purchased from a United States Treasury-approved International Union of Operating Engineers Locals 15, 15-A, 15-D (hereinafter "Locals 15, 15-A, 15-D Vacation Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be cashed by Locals 15, 15-A, 15-D Vacation Fund at such times designated by the trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or

amounts as the Trustees of Locals 15, 15-A, 15-D Vacation Fund may determine, as well as for the organization and administration of the Locals 15, 15-A, 15-D Vacation Fund. The Locals 15, 15-A, 15-D Vacation Fund shall be administered jointly by Trustees, one-half of whom shall be Locals 15, 15-A, 15-D and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

Section 5. Annuity Fund Contribution

Commencing January 1, 1970 and continuing through June 30, 1972 the Employer agrees to pay the sum of:

thirty-five (35c) cents per hour for each single time hour paid

seventy (70c) cents per hour for each double time hour paid

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 14, in stamps purchased from a United States Treasury-approved International Union of Operating Engineers, Locals 14, 14-B Annuity Fund (hereinafter "Locals 14, 14-B Annuity Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be remitted to the Locals 14, 14-B Annuity Fund by the Employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amount as the Trustees of the Locals 14,

14-B Annuity Fund may determine, as well as for the organization and administration of the Locals 14, 14-B Annuity Fund. The Locals 14, 14-B Annuity Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Locals 14, 14-B and one-half by the Employers, pursuant to an Agreement and Declaration of Trust. For the purpose of this Section 5, Locals 14, 14-B shall be considered a Contributing Employer and shall make contributions on behalf of its fulltime employees, who are not members of another union for collective bargaining purposes.

Section 6. Apprentice and Training Funds Contribution

(a) Local 11

Commencing January 1, 1970, and continuing through June 30, 1972, the Employer agrees to pay the sum of:

two (2c) cents per hour for each single time hour paid

four (4c) cents per hour for each double time hour paid

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 14, in stamps purchased from an applicable governmental-approved International Union of Operating Engineers, Locals 14, 14-B Training & Retraining Fund (hereinafter "Training Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and

shall be remitted to the Training Fund by the Employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Training Fund may determine, as well as for the organization and administration of the Training Fund. The Training Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Locals 14, 14-B, and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

(b) Locals 15, 15-A

Commencing January 1, 1970 and continuing through June 30, 1972, the Employer agrees to pay the sum of:

five (5c) cents per hour for each single time hour paid

ten (10c) cents per hour for each double time hour paid

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Locals 15, 15-A, in stamps purchased from an applicable governmental-approved International Union of Operating Engineers, Locals 15, 15-A, 15-D Apprenticeship, Skill Improvement and Safety Fund (hereinafter "Apprentice Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall

be remitted to the Apprentice Fund by the Employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Apprentice Fund may determine, as well as for the organization and administration of the Apprentice Fund. The Apprentice Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Locals 15, 15-A, 15-D, and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

Section 7. Dues Checkoff — Local 14

Commencing January 1, 1970, and continuing through June 30, 1972, the Employer agrees to deduct from the wages of each Employee covered by this Agreement working under any of the classifications as set forth in Article IX, Section 3 (a) herein and territorial jurisdiction of Local 14, and to pay to said Local 14 after proper execution by each Employee of an authorization form the sum of ten (10¢) cents per hour for each single time hour paid, twenty (20¢) cents per hour for each double time hour paid, which sums shall constitute a part of said Employee's Local 14 Union dues. Local 14 agrees to indemnify and to hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of said Dues Checkoff.

Section 8. Consolidated Stamp

(a) Local 14

Payment of the Local 14, 14-B Vacation, Annuity and Training Funds, and payment of Dues Checkoff to Local 14 shall be by the purchase of a consolidated stamp.

(b) Locals 15, 15-A

Payment to the Locals 15, 15-A, and 15-D Vacation and Apprentice Funds shall be by the purchase of a consolidated stamp.

Section 9. Interest, Costs, Liquidated Damages

If an Employer fails to pay contributions as provided for in Sections 1, 2, 4, 5, 6 and 7 of this Article XI when due, said Employer may be required to pay on any amount adjudged due and unpaid:

(a) annual interest at six (6%) per cent;

(b) attorney's fees for commencing and prosecuting a proceeding at law or equity, including insolvency proceedings but not to exceed one thousand ($1,000.00) dollars, or five (5%) per cent of any amount adjudged due and unpaid, whichever sum is greater.

(c) liquidated damages in the amount of ten (10%) per cent.

of representatives of the Union and representatives of the Employer. A copy

Section 10. New York Building and Construction Industry Board of Urban Affairs Fund

Commencing July 1, 1969 every Employer shall contribute one (1c) cent per hour for every hour paid to the Employees covered by this Agreement to the New York Building and Construction Industry Board of Urban Affairs Fund.

Each Employer shall be bound by all terms and conditions of the Agreement and Declaration of Trust of the New York Building and Construction Industry Board of Urban Affairs Fund and by all By-Laws adopted to regulate said Fund.

Section 11. Heavy Construction Industry Fund

Commencing January 1, 1970 every Employer shall contribute one (1c) cent per hour for every hour paid to the Employees covered by this Agreeement to the Heavy Construction Industry Fund.

Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Heavy Construction Industry Fund and by all By-Laws adopted to regulate said Fund.

ARTICLE XII

Surety Bond

Every Employer covered by this Agreement shall provide a Surety Bond to guarantee payment of contributions to the Funds as provided for in Article XI, Sections 1, 2, 4 thru 7. Said Surety Bond shall be in the following amounts:

an Employer employing 1 to 25 Employees $10,000

an Employer employing 26 to 50 Employees $15,000

an Employer employing more than 51 Employees $25,000

ARTICLE XIII

Work Stoppage for Default in Welfare & Pension Contributions

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in Article XI of this Agreeement and reasonable notice of such default is given to the Employer, the Union may remove the Employees from the work of said Employer. If said Employeees who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

ARTICLE XIV

Legality

Any provision of this Agreement which provides for union security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to union security, the parties shall renegotiate any provisions concerning union security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder signed this Agreement by their duly authorized represenatives, the day and year first above-written.

The International Union of Operating Engineers, Locals #14, #15, #15-A

RALPH DALTON
President, Local Union #14

JOHN R. EGAN
Secretary, Local Union #14

THOMAS A. MAGUIRE
President, Local Union #15, #15-A

WILLIAM H. KEENAN
Secretary, Local Union #15, #15-A

For and on behalf of, and authorized by, the Members of The General Contractors Association of New York, Inc. whose names are attached hereto in Exhibit I.

By: WILLIAM C. FINNERAN, JR.
Director of Labor Relations

AGREEMENT

BETWEEN

BUILDING CONTRACTORS' AND
MASON BUILDERS' ASSOCIATION

THE CEMENT LEAGUE

STONE SETTING CONTRACTORS' ASSOCIATION

RIGGING CONTRACTOR'S ASSOCIATION

BUILDING CONTRACTORS EMPLOYERS ASSOCIATION

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL #15 and #15A

July 1, 1969 to June 30, 1972

P1
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
41. A.

PX 17
9/8/18

Section 3. The Employers recognize the Union as a source for the procurement of skilled workmen and maintenance engineers, junior engineers, firemen, apprentice engineers and oilers and agree to employ such workers who are members in good standing of the Union or who become members thereof seven days after the commencement of their employment, and the Union agrees to furnish such workers when requested by the Employers. Such workers shall thereafter maintain their membership in good standing.

Section 4. The Employer Associations and the Union agree that they have not and will not discriminate against any individual seeking employment because of race, creed, color or nationality.

In furtherance of these efforts, both parties agree to fully participate in the New York Building and Construction Industry Board of Urban Affairs Fund.

Section 5. The Union or its representatives shall not order a strike or stoppage of work, nor shall the employees strike against any Employer or collectively leave the work of an Employer, nor shall any Employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided for in ARTICLE IX.

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is first given to the Secretary of the Trade Association involved, in accordance with the requirements of the General Arbitration Plan referred to in ARTICLE IX.

Section 6. Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages

agreed upon as hereinafter set forth in this Agreement.

Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work as performed by an employee is, or is not, satisfactory.

ARTICLE III

TERRITORY COVERED

Section 1. This Agreement shall apply to building construction work in New York City; i.e., Boroughs of Manhattan, Bronx, Richmont, Queens and Brooklyn.

Section 2. Building Construction where referred to in this Agreement is hereby defined as the erection of buildings, exclusive of the construction of engineering structures and building foundations.

Section 3. When Employers, parties to this Agreement, do any work other than the type of work covered by this Agreement, they shall conform to any applicable agreement that exists between an employing group and the International Union of Operating Engineers Local 15, 15A, 15C.

ARTICLE IV

HOURS AND CONDITIONS

Section 1 - Hours of Work. Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

At the commencement of employment an employee will be paid for days actually worked in the payroll week. At the termination of employment, an employee will be paid for days actually worked in the payroll week. If an employee is laid off from his work assignment and rehired within five (5) consecutive working days for the same work assignment, said employee shall be paid for the actual working days for which he was not employed, if he was not

This Agreement is made and entered into effective as of March 1, 1972 by and between Allied Building Metal Industries, Inc. including its successors or assigns (sometimes hereinafter referred to as the "Association") for and on behalf of its members whose names appear on the list attached hereto and marked "Schedule A" (hereinafter referred to jointly and individually as the "Employer") including in such term companies which may become members of the Association, and CIO (hereinafter referred to as the "Union").

SECTION 1

The regulations hereinafter set forth and the working rules hereto attached shall apply to the employment of operating engineers and apprentice engineers on all structural steel erection work on buildings, bridges and other structures (hereinafter referred to as structural steel erection work) in the counties of Bronx, New York, Richmond, Kings and Queens, in the State of New York (which counties are hereinafter called the territory covered hereby) on which shall be employed members in good standing of the International Union of Operating Engineers (hereinafter called the Union).

SECTION 2

A Joint Trade Arbitration Board (hereinafter called the Board) shall be constituted which shall consist of three regular representatives appointed by the Employers complying herewith in a manner to be determined by them, and three regular representatives appointed by the Union in a manner to be determined by it. Such Employers and the Union, respectively, shall in like manner appoint at least two alternate representatives, each of whom may serve in the place of a regular representative of such Employers or of the Union, as the case may be, in case such regular representative shall be unable to act with respect to any question which shall be submitted to the Board. The Board shall appoint a Secretary and shall meet upon notice from the Secretary or from any member of the Board to consider and decide all questions relating to rates of pay, hours of labor and other conditions of employment, arising hereunder, as well as all complaints and differences with respect thereto arising between the Employers and the employees covered hereby. The Board shall meet not later than the next working day after receipt by the Secretary of a written complaint unless a later meeting shall be consented to by a majority of the full Board consisting of six members. All questions submitted to the Board shall be decided by a majority vote of the full Board consisting of six members. In the event that the Board cannot reach a decision on any question, an umpire shall be chosen by the vote of a majority of the full board. The umpire so chosen shall sit with the Board for consideration of such question, and such question may thereafter be decided by a majority vote of the full Board and the umpire. In the event that the members of the Board shall fail to agree upon an umpire, he shall be appointed by the Senior District Judge of the District Court of the United States for the Southern District of New York.

[Retyped for Appendix]

Exhibit 42A

SECTION 3

There shall be no strikes, slowdowns, interference with production, or lockouts of operating or apprentice engineers on structural steel erection work in the territory covered hereby, nor shall any of such employees collectively cease such work. There shall be no cessation of work pending a decision of the Board on any question, but the Board may make a decision on any question that shall be effective from the date of the receipt by it of a request for a decision by the Board or such question. The condition of work of an Employer complying herewith which is outside the territory covered hereby shall not be recognized as a valid reason for a strike or lockout on work of such Employer within the territory covered hereby. The Board, however, shall take cognizance of the lawful rules and regulations of the Building and Construction Trades Council of Greater New York, Long Island and Vicinity, insofar as such rules and regulations shall affect the employees covered hereby.

SECTION 4

These regulations and the attached "Working Rules" shall remain in full force and effect until June 30, 1972, and shall be considered to be extended from year to year thereafter, unless notice of withdrawal therefrom to take effect on June 30th of any year, shall be served upon the Board prior to April first of that year. Such notice of withdrawal shall be served by an Employer complying herewith, the Union, or any member of the Board.

SECTION 5

Any Employer engaged in structural steel erection work in the territory covered hereby shall be considered as an Employer complying herewith and as agreeing to abide by a decision of the Board, if such Employer shall post or otherwise put into effect on any job of such Employer in the territory covered hereby, the working rules hereto attached, and such Employer's agreement in that respect shall continue unless written notice of withdrawal therefrom shall be given to the Board by such Employer. Such notice shall state that such withdrawal shall take effect upon a date set forth in such notice which date shall be at least three months from the date on which such notice shall be given to the Board.

SECTION 6

Disputes relative to questions of jurisdiction of a trade shall be adjusted in accordance with the method set forth in the Joint Arbitration Plan of New York Building Trades as adopted on July 8th, 1903, and amended on

[Retyped for Appendix]

Section 6. The Employers and the Union agree that they have not and

April 22, 1905, and all decisions rendered thereunder or by the Referee, determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties thereto, subject, however, to appeal by the Union to the Referee of the Building Trades Department of the American Federation of Labor, whose decision, in the event of such appeal, shall be recognized by and be binding upon the parties thereto.

WORKING RULES

The following working rules apply to all operating and apprentice engineers employed on structural steel erection work in the counties of Bronx, New York, Richmond, Kings and Queens, in the State of New York on and after March 1, 1972.

1. In general all operating engineers and apprentice engineers employed on structural steel erection work on buildings, bridges and other structures (hereinafter referred to as structural steel erection work) shall be selected at the site of the work by the foreman or superintendent in charge thereof.

2. Eight (8) hours shall constitute the work day and forty (40) hours, Monday to Friday, inclusive, the work week. The regular working hours shall be those between eight (8) o'clock a.m. and five (5) o'clock p.m. If by agreement between the Employer and all workmen on the job, the lunch period shall be one-half hour instead of one hour, the work day shall end at 4:30 o'clock p.m.

3. Shifts may be worked at the single time rate at other than the regular working hours as above set forth on the following work only:

(a) heavy construction jobs, and
(b) on work below the street level over railroad tracks on building jobs.

If shifts are required they may be worked in one shift of eight (8) hours, two shifts of seven (7) hours each, or three shifts of seven (7) hours each. All work in excess of eight (8) hours when one shift is worked, and in excess of seven (7) hours when two or three shifts are worked, performed in any single twenty-four (24) hours period, shall be paid for at the double time rate. Even though shifts are worked, all work performed after twelve (12) midnight Friday, and before twelve (12) midnight on Sunday shall be paid for at the double time rate. Operating and apprentice engineers shall not be required to work on a shift basis as herein set forth except when the structural ironworkers with whom they shall be working also shall be on a shift basis.

4. An apprentice engineer duly qualified to drive a truck crane, shall be employed to drive each truck crane, and to assist the engineer operating such crane. On all other types of cranes an apprentice engineer or fireman shall be employed to assist the engineer operating such crane during the time that such crane is used in handling steel at the job.

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5. Where piles are being driven or extracted with a vibratory pile driver, the apprentice engineer on the crane or derrick boat used to handle the pile driver shall operate the push buttons used to control the operation of the pile driver. Under these conditions the crew shall report one(1) hour before starting time and receive pay for such hour at the double time rate.

6. On each job on which air compressors, welding machines, welding generators, lighting engineers, or any combination of the foregoing are operated, the following shall apply to the operation and maintenance of such auxiliary equipment:

(a) One engineer shall operate and maintain up to and including two compressors or two welding generators provided these units are less than 100 feet apart.

(b) One engineer shall operate and maintain one compressor and one welding generator provided these units are less than 100 feet apart.

(c) One engineer shall operate and maintain one air compressor and up to and including two engine-driven welding machines.

(d) One engineer shall operate and maintain one welding generator and up to and including two engine-driven welding machines.

(e) One engineer shall operate and maintain up to and including five engine-driven welding machines, except there shall be no limitation on the number of welding machines that shall be operated and maintained by one engineer if such machines are electrically-driven.

(f) If an electrically-driven air compressor is supplied with power from a generator for the purpose of cleaning welds only, it shall be considered part of the generator. If such an electrically-driven air compressor is used for providing air for bolting or riveting, it shall be considered a "Compressor" as outlined under paragraphs (a) or (b) above.

(g) One maintenance engineer (Local 15) shall operate and maintain up to and including two lighting generators, provided these units are less than 100 feet apart and they are used exclusively for providing illumination.

(h) On welding operations of one-half day or less on which but one welding machine is required, no engineer need be employed to operate and maintain such machine. It shall be deemed contrary to these rules to obtain air from sources not operated by construction employees of the class covered hereby, but this shall not prevent the use of so-called bottled air.

[Retyped for Appendix]

(i) When equipment such as described in (a), (b), (c), (d), (e), (f) and (g) exceed the numbers specified respectively in these paragraphs, another engineer shall be employed who shall aid in operating and maintaining such added equipment.

7. On each job where one or more guy derricks and/or travelers are used, one maintenance engineer (local 15) shall be employed whose duties shall be to fuel, oil, grease and maintain all equipment on the job and who shall be properly qualified to perform such duties.

8. On any job where five or more operating engineers are employed on any one shift by one Employer, a master mechanic shall be employed during the period of the employment of five or more operating engineers.

On any job where five or more operating engineers are employed on any one shift and one contract and job site by one or more Employers, a master mechanic shall be employed during the period of the employment of five or more operating engineers by the General Contractor or Owner Builder on such job, provided that when the number of operating engineers so employed by any one Employer shall be five or more, then such Employer shall employ such master mechanic and any other Employer's obligation to hire or share in the cost of a master mechanic shall cease.

If under the terms of any other agreement, a master mechanic is employed on the same shift, contract or job site, the General Contractor or Owner Builder shall not be required to include those operating engineers covered by the other agreement as contributing to his quota for the employment of a master mechanic.

Where a master mechanic is employed by the General Contractor or Owner Builder resulting from five or more operating engineers being employed under a combination of agreements, the working conditions of the master mechanic shall be determined by the agreement covering the majority of operating engineers employed.

The master mechanic shall be designated by the Union, but subject to the approval of the Employer and will be responsible for the performance of their duties by the engineers, maintenance engineers, junior engineers, firemen, apprentice engineers, and oilers. He shall operate a machine in emergencies only and then only until such time as the services of an operating engineer can be obtained.

The master mechanic so employed shall receive Three ($3.00) Dollars per day more wages than the highest paid engineer on the job payroll of the Employer. On each job of the Employer that is located in the territorial jurisdictions of both Local Unions 14 and 15 and another Local Union of the International Union of Operating Engineers, on which five or more operating engineers are employed on any one shift by one Employer, a master mechanic shall be employed by such Employer from Local Union 14.

9. Effective as of the respective dates specified below, the wages

of engineering and apprentice engineers shall be as follows, and shall be in addition to all fringe benefit funds and dues check-off, as provided herein.

	Effective March 1, 1972
Engineers Operating Hoisting Equipment	$9.32
Engineers on Auxiliary Equipment	8.39
Triple Drum Hoist on Guy Derrick or Traveler	9.67
Maintenance Engineers (Local 15)	8.75
Oiler	8.24

Operating engineers shall receive additional pay of

(a) Fifty (.$50) cents per hour when operating a crawler or truck crane with a boom (including jib) of 100 feet, but less than 150 feet. The length of the boom will be measured from pin to pin.

(b) Seventy-five ($.75) cents per hour when operating a crawler or truck crane with a boom (including jib) of 150 feet but less than 250 feet. The length of the boom will measured from pin to pin.

(c) One ($1.00) dollar per hour when operating a crawler or truck crane with a boom (including jib) of 250 feet, but less than 350 feet. The length of the boom will be measured from pin to pin.

(d) One dollar and fifty ($1.50) cents per hour when operating a crawler or truck crane with a boom (including jib) of 350 feet but less than 450 feet. The length of the boom will be measured from pin to pin.

(e) An amount equal to one hour's straight time pay per day when they are required to have their hoists warmed up and running by 8 o'clock, when such hoist is located on the twelfth floor or higher of a tier building.

10. (a) All work outside the regular working hours, including all work on Saturdays and Sundays, excepting shift work, shall be paid for at the double time rate as shall all work on the following holidays to wit:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day,

[Retyped for Appendix]

Armistice Day, Thanksgiving Day, Christmas Day, or days celebrated as such.

(b) An employee shall receive eight (8) hours pay at the single time rate for the holidays enumerated in sub-division (a) of this section even though no work is performed on such holidays provided the employee shall work at any time during the pay week of his then Employer when such holiday occurs, even though such holiday falls on a Saturday, and such employee shall not have been paid for such holiday under any other provisions of these rules.

11. Engineers and apprentice engineers shall be paid weekly for a full forty (40) hour week at the applicable rate per hour except that during the first and last pay week during which any of the employees covered hereby is employed on a job, he shall be paid for the actual days worked. On jobs of less than three consecutive days duration he shall be paid for the actual days worked. If work on a job is interrupted before the work of any such employee thereon is complete, he shall receive pay for the full pay week ending when, or during which, such layoff shall have taken place. If such employee is put back at work on the same job after a full pay week has elapsed after the pay week during which he shall have been so laid off, he shall be paid for the actual days worked during the pay week in which he shall have returned to work.

12. When a truck crane is moved an apprentice engineer shall be employed in addition to the engineer to drive such crane and when a tractor crane is moved, an apprentice engineer shall be employed to assist the engineer. An engineer and an apprentice engineer employed during the usual working hours of a day and who is required to move a crane on the same day at other than the usual working hours shall be paid at the double time rate for the time he is engaged in moving the crane. An engineer or an apprentice engineer employed to move a crane at other than the usual working hours and who has not been employed during the usual working hours of that day shall be paid a minimum of one day's pay at the double time rate for such service.

13. If an employee covered hereby is hired, put to work, and thereafter found to be incompetent, his services may be dispensed with but he shall be entitled to the single time pay as set forth herein until paid. An employee ordered to a job shall be entitled to one day's pay at the single time rate in case he reports and is not put to work.

14. If an employee is ordered out for work on a Saturday or Sunday or on one of the holidays enumerated in Section 10 (a) of this Agreement, but performs no work, he shall be paid one day's pay at the double time rate. If an employee is ordered to report for work prior to 8 a.m., he shall receive in addition to the payments enumerated one hour's pay at the double time rate for such hour prior to 8 a.m. for which the employee was required to report for work. However, if such employee performs any work after being called out for work on a Saturday, Sunday or holiday, he shall be paid one day's pay at the double time rate.

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15. Engineers shall be closed in and protected from weather and falling material at all times.

16. When the work is located outside the borough in which the Employer's office is situated and the carfare and ferry fare by the usual route to such work is more than twenty ($.20) cents daily, the excess shall be paid by the Employer, except when the work is located in the borough or locality in which the employee resides.

17. All employees covered hereby shall be on the work in ample time to have the machinery operated by them ready for operation at the usual time at which the other workmen employed on such work by the Employer shall start work.

18. Operating engineers shall not do other than engineers work, to wit: fitting up, dismantling, maintaining, repairing and operating the machinery under their control. Apprentice engineers are to assist operating engineers in fitting up, maintaining, repairing, fueling, greasing and oiling equipment and air tools. They may also be required to help lay air and water lines and to service air tools and air hose. An apprentice engineer may also be required to grease or oil cranes or other equipment during the usual lunch period without claim for overtime, provided that he shall be permitted an equal lunch period during the work day. Qualified apprentice engineers may be required to drive and service truck cranes. During any consecutive period of employment, any of the employees covered hereby may be shifted from job to job, or from one piece or one type of equipment to another and return to his original piece of equipment once each day; provided, however, that such shifting shall not do away with another employee as required by these rules.

When any employee is directed by the Employer to hoist for another contractor, the Employer will hold the employee harmless from any and all liability arising therefrom.

19. The within paragraph shall be applicable only to climbing cranes (not including derricks) and shall have no other application to or bearing upon any other work or pieces of equipment.

(a) A crew composed of one member from Local No. 14 and one member from Local No. 15 shall be hired on the first day that erection of the equipment begins.

(b) The wage rate for Local No. 14 shall be the equivalent of the long-boom crane operator, i.e., an additional rate of seventy-five ($.75) cents per hour. The wage rate for Local No. 15 shall be the wage rate of a maintenance engineer.

(c) Each member of the crew shall receive no more than one hour per day climbing time at double time rate. Climbing time will start when the equipment is power activated.

(d) Lunch time for the crew shall be determined at the start of the job. If the crew remains in the cab, they will receive 1/2 hour wages at the double time rate. If the crew works any time during the lunch hour, they will receive one hour wage at the double time rate. In case of emergency this clause shall not apply.

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(e) In the dismantling of the equipment the crew shall be employed until power is terminated on the equipment. The crew then will receive one week's wages from that date.

20. The work "job" as used herein means that stage or part of the operations on a construction project for which an employee covered hereby is specifically hired before entering upon his employment.

21. An employee covered hereby shall not receive pay for any time during which he shall claim to have been employed on a job unless he shall have been hired for such work by the Employer or shall have been ordered to such work under a decision of the Board.

22. Effective March 1, 1972, each Employer shall pay a sum equal to five (5%) per cent of the straight time hourly wages earned by each of the employees employed by such Employer to the Joint Welfare Fund of the International Union of Operating Engineers, Local Unions 14, 14-B, 15, 15-A and 15-C of A.F.L.-C.I.O. and a sum equal to five (5%) per cent of the straight time hourly wages earned by each of the employees employed by such Employer to the Joint Pension Fund of the International Union of Operating Engineers.

23. Commencing March 1, 1972, the Employer agrees to pay into a qualified Annuity Fund the sum of seventy ($.70) cents per hour for each straight time hour paid and one dollar and forty ($1.40) cents per hour for each overtime hour paid on behalf of all employees working within the jurisdiction of Local 14 and 14-B in stamps purchased from the Local 14 - 14-B Annuity Fund. Said stamps are to be placed in the employees' weekly pay envelopes and shall be remitted by the employees at such times as designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Annuity Fund may determine as well as the organization and administration expenses of the Annuity Fund. The said Annuity Fund shall be administered jointly pursuant to an Agreement and Declaration of Trust by an equal number of representatives of the Union and representatives of the employer. A copy of said Agreement and Declaration of Trust shall be considered a part of this agreement.

For the purpose of this article, the Union shall be considered as a contributing employer, and the Union shall make contributions on behalf of its fulltime employees who are not members of another union for collective bargaining purposes.

24. Commencing March 1, 1972, the Employer agrees to pay the sum of seventy ($.70) cents per hour for each straight time hour paid and one dollar and forty ($1.40) cents per hour for each overtime hour paid on behalf of all employees covered by this agreement in stamps purchased from the Local 14 - 14B and 15 Vacation Fund. Said stamps are to be placed in the employees' weekly pay envelopes and will be cashed by the Vacation Fund at such times as designated by the Trustees. Contributions of the employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Vacation Fund may determine as well as the organization and administration expenses of the Vacation Fund. The said Vacation Fund shall be administered

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jointly pursuant to an Agreement and Declaration of Trust by an equal number of representatives of the Union and representatives of the employer. A copy of said Agreement and Declaration of Trust shall be considered a part of this agreement.

25. Commencing March 1, 1972, and continuing through June 30, 1972, the Employer agrees that there has been deducted from the wages of each operating engineer working within the jurisdiction of Local 14 and 14-B the sum of ten ($.10) cents per hour for each straight time hour paid and twenty ($.20) cents per hour for each overtime hour paid, which sum constitutes part of each employee's Union dues, and shall remit the same to the Union. The method of remittance shall be by paying such sums over to the office of Local 14 and 14-B Vacation and Annuity Funds by means of purchase of consolidated stamps to be issued to all employees. It is mutually agreed that the employee assignments authorizing the aforementioned check-off shall be in blanket form and filed in the Fund Office of the Local 14 and 14-B Vacation and Annuity Funds. The Union agrees to indemnify and hold harmless the Employer from any and all claims and/or actions arising out of such deduction.

26. Commencing March 1, 1972, the Employer agrees to pay the sum of two ($.02) cents per hour for each straight time hour paid and four ($.04) cents per hour for each overtime hour paid on behalf of all employees working within the jurisdiction of Local 14 and 14-B in stamps purchased in accordance with the terms of this paragraph to a fund to be established for the purpose of retraining and an apprenticeship program under an appropriate qualified Trust to be used exclusively for the purpose of such Trust. Said stamps are to be placed in the employees' weekly pay envelope and shall be remitted by the employees at such times as designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of such fund may determine as well as the organization and administration expenses of such fund. The said fund shall be administered jointly pursuant to an Agreement and Declaration of Trust by an equal number of representatives of the Union and representatives of the employer.

27. Commencing March 1, 1972, the Employer agrees to pay the sum of five ($.05) cents per hour for each straight time hour paid and ten ($.10) cents per hour for each overtime hour paid on behalf of all of the employees working within the jurisdiction of Local 15 in stamps purchased in accordance with the terms of this paragraph to a fund to be established for the purpose of retraining and an apprenticeship program under an appropriate qualified Trust to be used exclusively for the purposes of such Trust. Said stamps are to be placed in the employees weekly pay envelopes and shall be remitted by the employees at such times as designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of such fund may determine as well as the organization and administration expense of such fund. The said fund shall be administered jointly pursuant to an Agreement and Declaration of Trust by an equal number of representatives of the Union and representatives of the employer.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective duly authorized officers this 1st day of March, 1972.

ALLIED BUILDING METAL INDUSTRIES, INC.

/s/
Albert Alpern, Vice President

/s/
Harold R. Bassen, Executive Director

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNIONS NO. 14 and No.1

[Thomas J. Nolan Bus. Mgr. Local 14]

[Thomas A. Maguire Bus. Mgr. Local 15]

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, WASHINGTON, D. C. HEREWITH APPROVES OF THE JURISDICTION, TERMS AND CONDITIONS EMBRACED BY THIS AGREEMENT.

By:
Howard Dalton, Eastern Dist. Rep.

ALLIED BUILDING METAL INDUSTRIES

Telephone OX 7-5551 | Members of New York Building Cog. | 211 East 43rd Street New York, N. Y. 16017

SCHEDULE A

MEMBERSHIP LIST-MARCH 1, 1972

Abott Glass Co., Inc.
59-30 54th Street
Maspeth, New York 11378

Adler & Neilson Co., Inc.
45-48 51st Street
Woodside, New York 11377

Albro Metal Products Corp.
944 Longfellow Avenue
Bronx, New York 10459

Allied Railing Corporation
77 Sylvester Street
Westbury, L.I., New York 14894

Anvil Iron Works, Inc.
1445 Commerce Avenue
Bronx, New York 10461

Architectural Bronze Corp.
47 Sarah Drive
Farmingdale, New York 11735

Atlantic Iron Works, Inc.
28-20 41st Street
Long Island City, New York 11103

Atlas Erectors Co., Inc.
9024 Ditmas Avenue
Brooklyn, New York 11236

Bay Iron Works, Inc.
408 Coster Street
Bronx, New York 10474

Bellis Wire Works, Inc.
307 Scholes Street
Brooklyn, New York 11206

Bent Steel Co., Inc.
43-24 37th Street
Long Island City, New York 11101

Berson-Berleth, Inc.
58-100 56th Street
Maspeth, New York 11378

Birk Iron Works, Inc.
951 Edgewater Road
Bronx, New York 10459

Brass & Bronze Specialty Co., Inc
513 South 5th Avenue
Mt. Vernon, New York 10550

Breitman Iron Works
237 Manida Street
Bronx, New York 10474

Bronze-Craft, Inc.
127-131 Boerum Place
Brooklyn, New York 11201

[RETYPED FOR APPENDIX]

[illegible] Iron Works, Inc.
1450 Sheridan Expressway
Bronx, New York 10459

Cape Iron Works, Inc.
(Theiss Ornamental &
Structural Steel Corp.)
57-43 59th Street
Maspeth, New York 11378

Chiact Ornamental Iron Works, Inc.
9-43 Williams Place
Brooklyn, New York 11207

Claremont Fabricators, Inc.
770 Barry Street
Bronx, New York 10474

The Color Rail Co.
90-37 190th Street
Hollis, New York 11423

Concord Iron Works, Inc.
325-9 Faile Street
Bronx, New York 10474

Cypres Formed Steel Products, Inc.
784-790 East 139th Street
Bronx, New York 10454

Dayton Metal Products, Inc.
405-421 Barretto Street
Bronx, New York 10459

Dayton Pressed Steel Corp.
540 Tiffany Street
Bronx, New York 10459

Delta Erection Corp.
414 Long Island Avenue
Wyandanch, New York 11798

De Voe Iron Works, Inc.
33-42 Ninth Street
Long Island City, New York 11106

Enco Erectors, Inc.
28-40 123rd Street
Flushing, New York 11354

Empire City Iron Works, Inc.
10-37 46th Road
Long Island City, New York 11101

Eschen Steel & Iron Works Co., Inc.
511-519 Faile Street
Bronx, New York 10474

Estey Brothers Co.
1006 Metropolitan Avenue
Brooklyn, New York 11211

Feldmore Iron Works, Inc.
625 Whittier Street
Bronx, New York 10474

Fentron Architectural Metals Corp.
62-35 30th Avenue
Woodside, New York 11377

Grand Iron Works, Inc.
525 Tiffany Street
Bronx, New York 10474

Greenpoint Ornamental & Structural
Iron Works, Inc.
538-542 Stewart Avenue
Brooklyn, New York 11222

Hart Iron Works, Inc.
1351 Amsterdam Avenue
New York, New York 10027

Hercules Fence Co., Inc.
78 Toledo Street
Farmingdale, New York 11735

[redacted]

BEST COPY AVAILABLE

[illegible] Steel Erectors, Inc.
[illegible] Jericho Turnpike
Farmingdale, New York 11735

Furtz Steel Corporation
Meadow Avenue
Mineola, New York 11502

L. K. Iron Works, Inc.
3535 Third Avenue
Bronx, New York 10456

B. Lanzarone Iron Works
42 Brooklyn Avenue
Massapequa, New York 11758

Levine Bros. Iron Works Corporation
95 Saw Mill River Road
Yonkers, New York 10710

Lieb Iron Works Corp.
87-16 121st Street
Richmond Hill, New York 11418

Mansfield Iron Works, Inc.
839-53 East 42nd Street
Brooklyn, New York 11210

[redacted]

A. J. Mc Nulty & Co.
53-20 44th Street
Maspeth, New York 11378

Mont Alco, Inc.
150 Pilling Street
Brooklyn, New York 11207

Mont Bros. Iron Works Co., Inc.
144-162 Pilling Street
Brooklyn, New York 11207

Midland Iron Works, Inc.
234 Belmont Avenue
Brooklyn, New York 11207

Julius Mock & Sons, Inc.
777 Rutland Road
Brooklyn, New York 11203

Model Iron & Aluminum Co., Inc.
571 E. 179th Street
Bronx, New York 10457

Morsol Iron Works, Inc.
154 26th Street
Brooklyn, New York 11232

A. Munder & Son, Inc.
28-10 38th Avenue
Long Island City, New York 11101

Stephan Oderwald, Incorporated
43-40 34th Street
Long Island City, New York 11101

Pecker Iron Works, Inc.
2124 Mill Avenue
Brooklyn, New York 11234

A. Perlman Iron Works, Inc.
1059 Washington Avenue
Bronx, New York 10456

Philipsburgh Construction Corp.
42 Midland Place - P.O. Box 158
Tuckahoe, New York 10707

Port Chester Iron Works, Inc.
Westchester Avenue - Box 428
Port Chester, New York 10573

Premier Structural Steel Corp.
220 Williams Avenue
Brooklyn, New York 11207

[redacted]

Robin & Cohen Iron Works, Inc.
316 West First Street
Mt. Vernon, New York 10550

Cue Schlaier's Sons, Incorporated
577 Jackson Avenue
Bronx, New York 10455

Scott Steel Fabricators, Inc.
975 Close Avenue
Bronx, New York 10472

Sexauer Metalcraft, Inc.
50 Hopper Street
Westbury, New York 11590

Shanus Iron Works
400 Barretto Street
Bronx, New York 10459

Sherry & Sons Steel Corp.
418 Bryant Avenue
Bronx, New York 10474

Simpson Iron Works, Inc.
36-15 23rd Street
Long Island City, New York 11106

Unit Builders, Inc.
188 Broadway
Garden City Park, N. Y. 11040

The Ingalls Iron Works Company
620 Fourth Avenue South
P. O. Box 2527
Birmingham, Alabama 35202

Standard Steel Sections, Inc.
[redacted] 133rd Street
Bronx, New York 10454

Stanley Structural Steel Co., Inc.
1066-68 Rockaway Avenue
Brooklyn, New York 11236

United Iron, Incorporated
6 Roslyn Place
Mt. Vernon, New York 10550

Joseph Vasconcellos, Incorporated
303 Nancey Avenue
West Babylon, New York 11704

Wander Iron Works, Inc.
1390 Spofford Avenue
Bronx, New York 10474

[redacted]

West Farms Iron Works
1501 West Farms Road
Bronx, New York 10460

White Plains Iron Works, Inc.
1040 Lower South Street
Peekskill, New York 10566

Eddy Contracting Co., Inc.
1249 Broadway
Hewlett, New York 11557

Feinstein Iron Works, Inc.
126-85 Willets Pt. Blvd.
Flushing, New York 11368

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

43 A

This Agreement is made and entered into effective as of March 1 1971 by and between Allied Building Metal Industries, Inc. including its successors or assigns (sometimes hereinafter referred to as the "Association") for and on behalf of its members whose names appear on the list attached hereto and marked "Schedule A" (hereinafter referred to jointly and individually as the "Employer") including in such term such companies that may hereafter become members of the Association) and International Union of Operating Engineers, Local No. 15 and No. 15A, hereinafter referred to as the "Union."

ARTICLE I

OBJECT

SECTION 1. To establish and maintain wages, hours and working conditions for ornamental and miscellaneous iron and steel and architectural metal work on buildings~~, bridges and other~~ construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and Employee, and to provide for the adjustment of disputes between trades.

ARTICLE II

PRINCIPLES

Section 1. The amount of work a man may perform shall not be restricted by the Union nor by its representatives, officers or members, and the use of machinery, tools, appliances or methods shall not be restricted or interfered with under the terms of this Agreement.

Section 2. The business representatives of the Union shall have access to the work at all times. They shall comply with all general conditions of the job regarding passes, entrances to be used, etc., but shall in no way interfere with or hinder the progress of the work.

Section 3. The Employers recognize the Union as a source for the procurement of skilled workmen and maintenance engineers, junior engineers, firemen, apprentice engineers and oilers and agree to employ such workers who are members in good standing of the Union or who become members thereof seven days after the commencement of their employment and the Union agrees to furnish such workers when requested by the Employers. Such workers shall thereafter maintain their membership in good standing.

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Section 4. The Employers and the Union agree that they have not and will not discriminate against any individual seeking employment because of race, creed, color or nationality.

In furtherance of these efforts, both parties agree to fully participate in the New York Building and Construction Industry Board of Urban Affairs Fund.

Section 5. The Union or its representatives shall not order a strike or stoppage of work, nor shall the employees strike against any Employer or collectively leave the work of an Employer, nor shall any Employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided for in ARTICLE IX.

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is first given to the Secretary of the Association in accordance with the requirements of the General Arbitration Plan referred to in ARTICLE IX.

Section 6. Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages agreed upon as hereinafter set forth in this Agreement.

Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work as performed by an employee is, or is not, satisfactory.

ARTICLE III

TERRITORY COVERED

Section 1. This Agreement shall apply to building construction work in New York City; i.e., Boroughs of Manhattan, Bronx, Richmond, Queens and Brooklyn.

Section 2. Building Construction where referred to in this Agreement is hereby defined as the erection of buildings, exclusive of the construction of engineering structures and building foundations.

Section 3. When Employers, parties to this Agreement, do any work other than the type of work covered by this Agreement, they shall conform to any applicable agreement that exists between an employing group and the International Union of Operating Engineers Local 15, 15A, 15C.

ARTICLE IV

HOURS AND CONDITIONS

Section 1. Hours of Work. Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

At the commencement of employment an employee will be paid for days actually worked in the payroll week. At the termination of employment, an employee will be paid for days actually worked in the payroll week. If an employee is laid off from his work assignment and rehired within five (5) consecutive working days for the same work assignment, said employee shall be paid for the actual working days for which he was not employed, if he was not employed by another employer during the layoff period.

Section 2. Shifts.

(a) A single shift shall be a continuous nine (9) hours, starting at 8:00 a.m., except when necessary to conform with the provisions of this ARTICLE IV, Section 6, including one (1) hour for mealtime. The mealtime may be curtailed by one-half (½) hour.

(b) When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours.

(c) When three (3) shifts are employed, each shift will work seven and one-half (7½) hours but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime.

(d) When two (2) or more shifts are employed, single time will be paid for each shift.

(e) On jobs of more than one (1) shift, if an Engineer or Junior Engineer fails to report for work through any cause over which the Employer has no control, the Engineer on duty will continue to work at the rate of single time.

(f) A week shall start at 8:00 a.m. Monday and end at 8:00 a.m. Saturday, except when necessary to conform with the provisions of this ARTICLE IV, Section 6.

(g) When an employee is ordered out and reports on a Saturday, Sunday or holiday, regardless of whether his services are employed, he shall receive a full day's pay at double time.

(h) In case an Engineer or Junior Engineer is not ordered out on a Saturday, Sunday or a holiday, and his machine is operated by another Engineer or Junior Engineer he, as well as the Engineer or Junior Engineer who operated the machine, shall be paid a full day's pay at double time.

Section 3. Payment of Wages. All wages payable under this agreement shall become due and be paid on the job every week and not more than three (3) days' pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check provided:

(a) the check is a Todd Insured ABC System Payroll Check or a similar type of check, and the delivery of the checks shall be made at least one (1) day preceding a banking day;

(b) the Employer has complied with the provisions of ARTICLE VII relating to Bonding.

If for any reason the Employer terminates the services of any employee working under this Agreement, the accrued wages of that employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any employee shall, of his own volition leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

Section 4. Overtime. Double time shall be paid for all work performed in excess of eight (8) hours per day for all work performed in excess of forty (40) hours per week, and for all work performed on Saturdays, Sundays and holidays.

Section 5. Holidays. Holidays to be observed as such are: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day (Decoration Day), Independence Day (4th of July), Labor Day, Columbus Day, Election Day, Armistice Day (Veterans' Day), Thanksgiving Day and Christmas Day.

(a) All employees covered by this Agreement shall receive eight (8) hours' pay at the single time rate for any of the above-mentioned holidays even if occurring on a Saturday. If an above-mentioned holiday occurs on a Sunday, it should be observed on the following Monday. If a holiday occurs on a Saturday, employees except for those manning powerhouses, refrigeration, soil solidification, wellpoint, cofferdam, and continuous pumping installations, and other similar type installations, shall not perform any work on said Saturday, without the prior permission of the Union Business Representative having been rendered to the Employer, and such permission shall not be unreasonably denied.

To be paid for any of the above-mentioned holidays without working, employees must work at least one (1) day in the payroll week in which the holiday occurs. No employee shall receive pay for any holiday from more than one (1) Employer.

(b) Where the workday ends at 8:00 a.m. on a Saturday, or a Sunday, or a holiday, the Employer may, at his discretion, define Saturdays, Sundays and holidays as beginning at 8:00 a.m. of the Saturday, or the Sunday, or the holiday, and continuing until 8:00 a.m. of the following day, except when necessary to conform to the provisions of Paragraph (a) of Section 6 of this ARTICLE IV.

Section 6. Conditions.

(a) Varying Shift Commencement
It is understood and agreed that, because of certain Ordinances of the City of New York governing certain operations, such as blasting, etc., shift hours will be arranged to conform with such regulations, etc., and such shift work will be paid for at the single time rate, in conformity with the terms contained in this Agreement.

(b) Shifting of Employer's Equipment
During a work shift an Employer may move the crew or an individual operator from Machine A to Machine B, and then back to Machine A, [illegible] emergency on the project or a breakdown on Machine A, with no additional pay to the crew, or individual operator. During a work shift an Employer may move the crew or an individual operator from Machine A to Machine B, when job conditions or logistics enable such a move, only with the prior approval of either the Master Mechanic, or the Local Union Business Representative and said approval shall not be unreasonably withheld, with no additional pay to the crew or individual operator.

During a work shift should an Employer move the crew or individual operator from Machine A to Machine B and then back to Machine A for the reasons other than those specified in this Section 6 (b), the crew or the individual operator shall receive two (2) hours' additional pay.

During the work shift should an Employer make an additional move, the crew or individual operator shall receive eight (8) hours' additional pay.

(c) Pumping.
Continuous pumping regardless of motor power is the work of the Maintenance Engineers. Wellpoint and river cofferdam pumps are the work of the Operating Engineer under the jurisdiction of Local No. 14. Continuous pumping when using one air pump shall be performed by the Operating Engineer, under the jurisdiction of Local No. 14, manning the Compressor.

If two (2) or more air pumps are employed a Maintenance Engineer will man said pump in addition to performing other duties as required.

When a pump is used for a period of more than two (2) hours in an eight (8) hour shift to pump any water accumulation other than rain water, then a Maintenance Engineer shall be employed to operate up to and including five (5) pumps.

When a ground water condition exists, a Maintenance Engineer, where required, shall be employed for the pumping of such water until a temporary Certificate of Occupancy or its equivalent is issued. This paragraph applies to Projects and Airports only.

Wellpoint, Eductor, Ejector
Dewatering Systems

After a wellpoint dewatering system is installed and while operating, a Maintenance Engineer shall be employed on the first eight (8) hour (day) shift on Monday through Friday inclusively. No Maintenance Engineer shall be employed on said wellpoint dewatering system on any second or third shift.

After a wellpoint dewatering system is installed and while operating, if in addition to the wellpoint dewatering system pumps, other gasoline, diesel or electric powered pumps are installed and operated to supply water to a recharge system, one (1) Maintenance Engineer shall be employed on each shift while said other pumps are operating.

After an eductor or ejector dewatering system is installed and while operating, if in addition to the eductor or ejector dewatering system pumps, other gasoline diesel or electric powered pumps are installed and operated, one (1) Maintenance Engineer shall be employed on each shift while said other pumps are operating.

(d) Tugger Hoists

Where the Tugger Hoist is used for pulling cars, a Junior Engineer will be employed.

(e) Maintenance and Repair Work -- Overtime Repair Work at Work Site

All maintenance and repair work at a work site of any kind and description, exclusive of said work being performed by other trades, shall be performed by employees covered under this Agreement.

On jobs where a Master Mechanic is employed, repair work during the work shift shall be performed by the crew on their own machines, or by Maintenance Engineers.

On jobs where a Master Mechanic is employed, repair work during the work shift shall be performed by the crew under the general supervision of the Master Mechanic and with such assistance of Maintenance Engineers, if they are employed, as the Master Mechanic deems necessary.

If a piece of equipment breaks down and is repaired on the job site on overtime, the crew or individual operator of said piece of equipment shall work on the repair during the overtime period, exclusive of welding, motor and compressor work.

(f) Maintenance Engineer

When a Master Mechanic is employed, and three major pieces of equipment are working, excluding hoists, Chicago booms, powerhouses, refrigeration, soil solidification, well-point, cofferdam and continuous pumping installations and other similar type installations and if the employees are on the Contractor's payroll, a Maintenance man shall be employed.

(g) Saturday Employment

A Maintenance Engineer shall be assigned to work on said Saturday provided at least one (1) Maintenance Engineer has worked on the project for a minimum of forty (40) hours prior to the said Saturday except at the commencement of a project.

The same conditions shall apply on overtime work.

(h) Concrete Pumps

Concrete pumps are to be manned by employees covered by this Agreement under the jurisdiction of Local No. 14 and Local No. 15.

(i) Compressor Manning

Exclusive of Powerhouses, when compressors in battery are piped together and/or into a common receiver, they are to be manned as follows:

1 or 2 Compressors -
1 Local No. 14 Operating Engineer

3 through 6 Compressors -
(Maximum 7500 cu. ft. capacity such as 5-1500 cu. ft. capacity and/or 6-1200 cu. ft. capacity)
1 Local No. 14 Operating Engineer
and 1 Local No. 15 Oiler

7 Compressors -
2 Local No. 14 Operating Engineers
and 1 Local No. 15 Oiler

8 through 12 Compressors -
2 Local No. 14 Operating Engineers
and 2 Local No. 15 Oilers

Over 12 Compressors -
Repeat the above in the same manner

(j) Compressors, Welding and Maintenance Trucks

When a truck mounted compressor, truck mounted concrete pump, truck mounted welding machine or maintenance truck is employed, said truck shall be driven by an employee covered under this Agreement in addition to the performance of his other duties.

(k) Mechanical Heaters

When one to five Mechanical Heaters, Nelson or similar type are used a Maintenance Engineer shall be employed on a straight shift basis.

(l) Job-Site Plants

There will be a Maintenance Engineer employed on a Job-Site Concrete Plant when the plant utilizes any type of loading device.

ARTICLE V

WAGES AND WORK COVERED

Section 1. Maintenance Engineers:

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Tower Cranes, Linden Deine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Concrete Mixers with Loading Device, Motor Generators when used for temporary power and lights) -- driving maintenance trucks and truck-mounted welding machines - all pumps (regardless of motor power except River Cofferdam Pumps and Well Point Pumps) -- when 3 or more motorized concrete buggies (ride type) are utilized on the job site they shall be serviced, maintained and repaired by the Maintenance Engineer -- the basic rate shall be as follows:

*March 1, 1972 to June 30, 1972.....$9.15 per hour

Section 2. Firemen

Firemen -- tending to Steam Operated Shovels; Power Boilers and Steam Operated Pile Drivers.

The basic rate shall be as follows:

*March 1, 1972 to June 30, 1972.....$8.99 per hour

Section 3. Apprentice Engineers and Oilers

All gasoline electric, diesel or air operated Cranes; Backhoes; Gradalls; Trenching Machines; Concrete Pumps; Gunite Machines; Compressors (3 or more in Battery); Overhead Cranes in Power Houses. Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines: Driving Truck Cranes; Driving and Operating Fuel and Grease Trucks; the basic rate shall be as follows:

*March 1, 1972 to June 30, 1972.....$8.64 per hour

*It is agreed that Locals 15 and 15A may reduce the wage rate set forth above for the period of July 1, 1971 to June 30, 1972 and reallocate the amount of said reduced wage rate into fringe benefits, after notifying in writing the B.T.E.A. sixty (60) days before said reallocation is to become effective.

ARTICLE VI

FRINGE BENEFIT FUNDS

Section 1. Welfare Fund Contribution

Commencing March 1, 1972 and continuing through June 30, 1972, the Employer agrees to pay a sum equal to five (5) per cent of the straight time payroll of the employees covered under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint

[illegible] Engineers, Locals 14, [illegible] 15, 15-A, 15-C, 15-D (hereinafter "Welfare Fund") to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from or cost to the Employer or employees, an approved plan of coverage as required by the New York State Disability Benefits Law. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned during the preceding month.

Section 2. Pension Fund Contribution

Commencing as of [illegible] and continuing through June 30, 1972, the Employer agrees to pay a sum equal to five (5) per cent of the straight time payroll of the employees working under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Pension Fund of the International Union of Operating Engineers Local Unions 14, 14-B, 15, 15-A, 15-C, 15-D (hereinafter "Pension Fund") to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the fifteenth (15th) day of each month on the wages earned during the preceding month.

Section 3.

(a) Computation of Welfare and Pension Fund Contributions

Contributions for the Welfare and Pension Funds as provided for herein shall be at the stipulated percentage applied only to the straight time payroll of each employee and no contribution shall be made on the premium portion of double time or overtime of the payroll, or on the contributions to the Funds as provided for in Sections 4 through 7 of this Article VI.

(b) Coverage of Additional Employees under the Welfare and Pension Fund

Every present and future salaried regular employee of the Union, Welfare Fund, Pension Fund, Vacation Fund, Apprentice Fund, and Training Fund may participate in the benefits provided herein for employees of the Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of the Union, the Welfare Fund, the Pension Fund, the Vacation Fund, the Apprentice Fund and the Training Fund by the respective employers of said employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Unions 14, 15, 15-A.

Coverage for the employees of the Welfare Fund and Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

Section 4. Vacation Fund Contribution

Commencing March 1, 1972, and continuing through June 30, 1972, the Employer agrees to pay the sum of:

thirty-five (35) cents per hour for each single time hour paid

seventy (70) cents per hour for each double time hour paid to each employee covered by this Agreement working under the classification and territorial jurisdiction of Locals 15, 15-A, in stamps purchased from a United States Treasury-approved International Union of Operating Engineers Locals 15, 15-A, 15-D (hereinafter "Locals 15, 15-A, 15-D Vacation Fund"). Said stamps are to be placed in the employee's weekly pay envelope, and shall be cashed by Locals 15, 15-A, 15-D Vacation Fund at such times designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of Locals 15, 15-A, 15-D Vacation Fund may determine, as well as for the organization and administration of the Locals 15, 15-A, 15-D Vacation Fund. The Locals 15, 15-A, 15-D Vacation Fund shall be administered jointly by Trustees, one-half of whom shall be Locals 15, 15-A, 15-D and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

Section 5. Apprenticeship Training Fund

Commencing March 1, 1972, and continuing through June 30, 1972, the Employer agrees to pay the sum of:

five (5) cents per hour for each single time hour paid

ten (10) cents per hour for each double time hour paid

to each employee covered by this Agreement working under the classification and territorial jurisdiction of Locals 15, 15-A, in stamps purchased from an applicable governmental-approved International Union of Operating Engineers, Locals 15, 15-A, 15-D Apprenticeship, Skill Improvement and Safety Fund (hereinafter "Apprentice Fund"). Said stamps are to be placed in the employee's weekly pay envelope, and shall be remitted to the Apprentice Fund by the employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the Apprentice Fund may determine, as well as for the organization and administration of the Apprentice Fund. The Apprentice Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Locals 15, 15-A, 15-D, and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

Section 6. Consolidated Stamp

Payment to the Locals 15, 15-A and 15-D Vacation and Apprentice Funds shall be by the purchase of a consolidated stamp.

Section 7. New York Building and Construction Industry Board of Urban Affairs Fund

Commencing [illegible] every Employer shall contribute one (1) cent per hour for every hour paid to the employees covered by this Agreement to the New York Building and Construction Industry Board of Urban Affairs Fund.

Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the New York Building and Construction Industry Board of Urban Affairs Fund and by all By-Laws adopted to regulate said Fund.

ARTICLE VII

SURETY BOND

Every Employer covered by this Agreement shall provide a Surety Bond to guarantee payment of contributions to the funds as provided for in Article VI. Said Surety Bond shall be in the following amounts:

an Employer employing 1 to 25 employees.....$10,000

an Employer employing 26 to 50 employees..... 15,000

an Employer employing more than 51 employees..... 25,000

ARTICLE VIII

WORK STOPPAGE FOR DEFAULT IN WELFARE & PENSION CONTRIBUTIONS

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in Article VI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove the employees from the work of said Employer. If said employees who are removed remain off the work during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

ARTICLE IX

TRADE AND JURISDICTIONAL DISPUTES

Section 1. Disputes between trade and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the method set forth in the Joint Arbitration Plan of the New York Building Trades as adopted on July 9, 1903, and amended on April 22, 1905, and all decisions rendered thereunder or by the Referee, determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties thereto, except to the extent that Section 3 of the Joint Arbitration Plan requires the Employer to employ only members of the Union directly or indirectly through subcontractors or otherwise; providing, however,

that anything herein is intended to preclude the employers from executing a union security agreement with the Union in accordance with provisions of Section 8 (a) (3) of the Taft-Hartley Act.

ARTICLE X

TRADE BOARDS

Section 1. All complaints, disputes and differences arising under this Agreement, between the Association and the Union or between any employer and any employee shall be referred first to the Joint Trade Board of the trade affected. Should that Board fail to reach a decision, the matter shall then be referred to the combined trade board. Should the combined trade board fail to reach a decision, the matter shall then be referred to an Umpire, as set forth in Section 3 of this Article X. The Joint Trade Boards, the combined trade board and the umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision by any one of these trade agencies shall be final and binding on all parties.

Section 2. Within three (3) weeks of the execution of this Agreement, the Association together with the Union shall form a joint trade board for its own trade to exercise the powers enumerated in Section 1 above.

The joint trade board shall consist of not less than three (3) or more than five (5) members to represent the employers and an equal number to represent the Union. Members shall be appointed or selected to serve not less than one (1) year. Any board shall meet within forty-eight (48) hours after a written request has been made to one side by the other to meet for a specific purpose.

In voting, the employers as such and the Union as such, shall each cast an equal number of votes and in the event of a tie vote, or failure to reach a decision, the matter shall be submitted, within ten (10) days, to the combined trade board. Any and all expenses shall be equally divided between and paid for by the parties to this Agreement.

Section 3. A combined trade board consisting of all the members of all the joint trade boards to wit, Building Contractors' and Mason Builders' Association, The Cement League, Stone Setting Contractors' Association, Rigging Contractors' Association of the City of New York, Allied Building Metal Industries, Inc., is hereby created to hear, adjust and decide matters referred to it by any joint trade board. The combined trade board shall meet within three (3) days after a written request has been made by either side of any joint trade board to meet for a specific purpose.

In voting, the employers as such and the Union as such, shall each cast an equal number of votes and in the event of a tie vote, or a failure to reach a decision, the matter shall be referred within three (3) weeks to an impartial umpire, selected by the combined trade board. Any and all expenses in connection with such reference shall be equally divided between and paid for by the parties of this Agreement.

Section 4. Any penalties which may result from such findings or decisions, are to be determined or imposed by the Association or Union, as the case may be, to which the member affected may belong.

Any employer member of a trade board directly involved in any case brought before this board, shall withdraw from the board until the case is settled, and an alternate shall be selected by the remaining employer members to fill the temporary vacancy.

Any Union member of a trade board directly involved in any case brought before the board, shall withdraw from the board until the case is settled an an alternate shall be selected by the remaining Union members to fill the temporary vacancy.

Section 5. The Association will provide the Union with a list of its members who have designated the Association as its bargaining agent, and who have agreed to be bargaining agent, and who have agreed to be bound by the terms and conditions of this collective bargaining agreement. In addition, the Association will notify the Union of any changes in membership, either by the addition of new members or the dropping of members during this Agreement. It is further agreed that all employer members of the Association are bound by this collective bargaining agreement and entitled to its benefits until its termination date whether or not they retain their membership in the Association for the full period of this Agreement.

ARTICLE XI

VALIDITY

Section 1. If the courts should decide that any clause or part of this Agreement is unconstitutional or illegal or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the craft along lawful lines.

ARTICLE XII

TERM -- RENEWAL

This Agreement shall continue in effect until and including June 30, 1972, and during each year thereafter unless on or before the thirty first (31st) day of March 1972, or on or before the thirty-first day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either party on the other party.

In the event that written notice shall have been served, an agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by June 30th of the year in which the notice shall have been served.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives as of the 1st day of May, 1972.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 15 and 15-A:

Thomas A. Maguire

William H. Keenan

ALLIED BUILDING METAL INDUSTRIES, INC.

Vice President

Executive Director

[redacted] INDUSTRIES

[redacted]
211 East 43rd Street
New York, N.Y. 10017

SCHEDULE A

MEMBERSHIP LIST - MARCH 1, 1972

Abbott Glass Co., Inc.
59-30 54th Street
Maspeth, New York 11378

Adler & Neilson Co., Inc.
45-48 51st Street
Woodside, New York 11377

Albro Metal Products Corp.
944 Longfellow Avenue
Bronx, New York 10459

Allied Railing Corporation
77 Sylvester Street
Westbury, L.I., New York 14894

Anvil Iron Works, Inc.
1445 Commerce Avenue
Bronx, New York 10461

Architectural Bronze Corp.
47 Sarah Drive
Farmingdale, New York 11735

Atlantic Iron Works, Inc.
28-20 41st Street
Long Island City, New York 11103

Atlas Erectors Co., Inc.
8024 Ditmas Avenue
Brooklyn, New York 11236

Bay Iron Works, Inc.
403 Coster Street
Bronx, New York 10474

Bellis Wire Works, Inc.
307 Scholes Street
Brooklyn, New York 11206

Bent Steel Co., Inc.
43-24 37th Street
Long Island City, New York 11101

Berson-Berleth, Inc.
58-100 56th Street
Maspeth, New York 11378

Birk Iron Works, Inc.
951 Edgewater Road
Bronx, New York 10459

[redacted]

[redacted]

Brass & Bronze Specialty Co., Inc.
513 South 5th Avenue
Mt. Vernon, New York 10550

Breitman Iron Works
237 Manida Street
Bronx, New York 10474

Bronze-Craft, Inc.
127-131 Boerum Place
Brooklyn, New York 11201

Ambler Iron Works, Inc.
1400 Sheridan Expressway
Bronx, New York 10459

Capa Iron Works, Inc.
(Thelen Ornamental &
Structural Steel Corp.)
57-43 59th Street
Maspeth, New York 11378

Chiaet Ornamental Iron Works, Inc.
9-43 Williams Place
Brooklyn, New York 11207

Claremont Fabricators, Inc.
770 Barry Street
Bronx, New York 10474

The Color Pail Co.
99-37 190th Street
Hollis, New York 11423

Concord Iron Works, Inc.
325-9 Faile Street
Bronx, New York 10474

Cypres Formed Steel Products, Inc.
784-790 East 139th Street
Bronx, New York 10454

Dayton Metal Products, Inc.
405-421 Barretto Street
Bronx, New York 10459

Dayton Pressed Steel Corp.
540 Tiffany Street
Bronx, New York 10459

Delta Erection Corp.
414 Long Island Avenue
Wyandanch, New York 11798

De Voe Iron Works, Inc.
33-42 Ninth Street
Long Island City, New York 11106

Ercco Erectors, Inc.
28-40 123rd Street
Flushing, New York 11354

Empire City Iron Works, Inc.
10-37 46th Road
Long Island City, New York 11101

Eschen Steel & Iron Works Co., Inc.
511-519 Faile Street
Bronx, New York 10474

Estey Brothers Co.
1006 Metropolitan Avenue
Brooklyn, New York 11211

Feldmore Iron Works, Inc.
625 Whittier Street
Bronx, New York 10474

Fentron Architectural Metals Corp.
62-35 30th Avenue
Woodside, New York 11377

Grand Iron Works, Inc.
525 Tiffany Street
Bronx, New York 10474

Greenpoint Ornamental & Structural
Iron Works, Inc.
538-542 Stewart Avenue
Brooklyn, New York 11222

Hart Iron Works, Inc.
1351 Amsterdam Avenue
New York, New York 10027

Hercules Fence Co., Inc.
78 Toledo Street
Farmingdale, New York 11735

[illegible] Steel Erectors, Inc.
395 Eastern Parkway
Farmingdale, New York 11735

Kurtz Steel Corporation
Windsor Avenue
Mineola, New York 11502

L. K. Iron Works, Inc.
3535 Third Avenue
Bronx, New York 10456

B. Lenzarone Iron Works
42 Brooklyn Avenue
Massapequa, New York 11758

Levine Bros. Iron Works Corporation
95 Saw Mill River Road
Yonkers, New York 10710

Lieb Iron Works Corp.
87-16 121st Street
Richmond Hill, New York 11418

Mansfield Iron Works, Inc.
839-53 East 42nd Street
Brooklyn, New York 11210

[redacted]

A. J. Mc Nulty & Co.
53-20 44th Street
Maspeth, New York 11378

Ment Alco, Inc.
150 Pilling Street
Brooklyn, New York 11207

Ment Bros. Iron Works Co., Inc.
144-162 Pilling Street
Brooklyn, New York 11207

Midland Iron Works, Inc.
234 Belmont Avenue
Brooklyn, New York 11207

Julius Mock & Sons, Inc.
777 Rutland Road
Brooklyn, New York 11203

Model Iron & Aluminum Co., Inc.
571 E. 179th Street
Bronx, New York 10457

Morsol Iron Works, Inc.
154 26th Street
Brooklyn, New York 11232

A. Munder & Son, Inc.
28-10 38th Avenue
Long Island City, New York 11101

Stephan Oderwald, Incorporated
43-40 34th Street
Long Island City, New York 11101

Pecker Iron Works, Inc.
2124 Mill Avenue
Brooklyn, New York 11234

A. Perlman Iron Works, Inc.
1059 Washington Avenue
Bronx, New York 10456

Phillipsburgh Construction Corp.
42 Midland Place - P.O. Box 158
Tuckahoe, New York 10707

Port Chester Iron Works, Inc.
Westchester Avenue - Box 428
Port Chester, New York 10573

Premier Structural Steel Corp.
220 Williams Avenue
Brooklyn, New York 11207

[redacted]

Dubin & Cohen Iron Works, Inc.
316 West First Street
Mt. Vernon, New York 10550

Gus Schlaier's Sons, Incorporated
577 Jackson Avenue
Bronx, New York 10455

Scott Steel Fabricators, Inc.
975 Close Avenue
Bronx, New York 10472

Sexauer Metalcraft, Inc.
50 Hopper Street
Westbury, New York 11590

Shanus Iron Works
400 Barretto Street
Bronx, New York 10459

Sherry & Sons Steel Corp.
418 Bryant Avenue
Bronx, New York 10474

Simpson Iron Works, Inc.
36-15 23rd Street
Long Island City, New York 11106

Unit Builders, Inc.
168 Broadway
Garden City Park, N. Y. 11040

The Ingalls Iron Works Company
620 Fourth Avenue South
P. O. Box 2527
Birmingham, Alabama 35202

Standard Steel Sections, Inc.
[redacted] 132nd Street
Bronx, New York 10454

Stanley Structural Steel Co., Inc.
1066-68 Rockaway Avenue
Brooklyn, New York 11236

United Iron, Incorporated
6 Roslyn Place
Mt. Vernon, New York 10550

Joseph Vasconcellos, Incorporated
303 Muncey Avenue
West Babylon, New York 11704

Wander Iron Works, Inc.
1390 Spofford Avenue
Bronx, New York 10474

[redacted]

West Farms Iron Works
1501 West Farms Road
Bronx, New York 10460

White Plains Iron Works, Inc.
1040 Lower South Street
Peekskill, New York 10566

Eddy Contracting Co., Inc.
1249 Broadway
Hewlett, New York 11557

Feinstein Iron Works, Inc.
126-85 Willets Pt. Blvd.
Flushing, New York 11368

Agreement

Between

BUILDING CONTRACTORS' & MASON BUILDERS' ASSOCIATION

THE CEMENT LEAGUE

CONTRACTING PLASTERERS' ASSN. OF GREATER NEW YORK

CONTRACTING STONESETTERS ASSN., Inc.,

ALLIED BUILDING METAL INDUSTRIES, Inc.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL No. 14

August 15, 1972 to June 30, 1975

Pl
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
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THIS AGREEMENT dated as of August 16, 1972, between:

BUILDING CONTRACTORS' AND MASON BUILDERS' ASSOCIATION

THE CEMENT LEAGUE

CONTRACTING PLASTERERS' ASSOCIATION OF GREATER NEW YORK

CONTRACTING STONESETTERS ASSOCIATION, Inc.

ALLIED BUILDING METAL INDUSTRIES, Inc.

Parties of the First Part

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL No. 14

Party of the Second Part

hereinafter referred to as the UNION

shall be in full force and effect for the period from August 16, 1972 to June 30, 1975

ARTICLE I

Object

SECTION 1. To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such, or between them and Employers and Employee, and to provide for the adjustment of disputes between trades.

ARTICLE II

Principles

SECTION 1. The amount of work a man may perform shall not be restricted by the Union nor by its representatives, Officers or members, and the use of machinery, tools, appliances or methods shall not be restricted or interfered with under the terms of this Agreement.

It is agreed, however, that in the event the engineer is ordered to hoist personnel on material hoists, which is contrary to rules and regulations of the State Labor Code, the engineer shall refuse to operate the hoist.

SECTION 2. The Business Representative of the Union shall have access to the work at all times. They shall comply with all general

conditions of the job regarding passes, entrances to be used, etc.

SECTION 3. The Employers recognize the Union as a source for the procurement of skilled workmen and engineers and agree to employ such workers who are members in good standing of the Union or who become members thereof seven days after the commencement of their employment, and the Union agrees to furnish such workers when requested by the Employers. Such workers shall thereafter maintain their membership in good standing.

SECTION 4. The Union or its Representatives shall not order a strike or stoppage of work, nor shall the employees strike against any Employer or collectively leave the work of an Employer, nor shall any Employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided for in Article X.

The foregoing does not deny the right of the Union to render assistance to other Labor Organizations by removing its members from jobs, when combined action by all trades is officially ordered by the President or Business Manager of the Local but no removal shall take place until formal notice is given to the Secretary of the Trade Association involved, in accordance with the requirements of the General Arbitration Plan referred to in ARTICLE IX, Section 1.

SECTION 5: An Engineer shall hoist only the material for his Employer. If the Engineer

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is required to hoist for any other contractor and/or sub-contractor that does not have an Agreement with the Union and there exists a jurisdictional dispute with the other contractor and/or sub-contractor and its employee, hoisting shall only be done by the mutual consent of the Employer and the Union.

If a problem arises and there is no immediate solution to the jurisdictional problem, it shall be mandatory that the machinery of "The New York Plan" will become operational at once.

The Employer shall designate the person in his employ who is authorized to order the Hoisting Engineer to raise material.

Nothing in this Agreement shall be construed as prohibiting the shifting of an Engineer from one engine to another, limited to two moves on the same job site.

SECTION 6. Slowdowns and practices contrary to the principles contained in this agreement will not be toleretad.

SECTION 7. The Employer Association and the Union agree that they have not and will not discriminate against any individual seeking employment because of race, creed, color or nationality.

In furtherance of these efforts, both Parties agree to fully participate in the program of the New York Building and Construction Industry Board of Urban Affairs Fund.

ARTICLE III

Territory Covered

SECTION 1. This Agreement shall apply to building construction work in New York City, i.e., Borough of Manhattan, Borough of Bronx, Borough of Richmond, Borough of Queen and Borough of Brooklyn.

ARTICLE IV

Work Covered

Engineers shall be employed on the operation of:

All high pressure boilers, high pressure steam (not from permanent plant of an existing building on the job site or street service) used for temporary heating, when operated by Parties of the First Part.

All engines, irrespective of power used for hoisting materials and construction equipment for buildings.

Air compressors (it being agreed that one (1) engineer shall service two (2) compressors when such compressors are located within one hundred feet of each other, and shall drive all truck-mounted compressors).

Air valves, when compressed air is obtained from other source than the employer's compressor.

Steam or compressed air driven concrete or mortar mixers.

On gravity fed Concrete Mixing Plants, where compressed air or steam is required, an Operating Engineer shall be employed on the Gravity fed Concrete Mixing Plant and/or Boiler.

One man will cover the gravity fed Concrete Mixing Plant, the Boiler and Compressor, if all three are used. He shall work any and all overtime that the gravity fed Concrete Mixing Plant works.

No Engineers shall be required until the gravity fed Concrete Mixing Plant goes into production.

A Local 211 Engineer and Local 215 Maintenance Engineer shall be employed on a job site Concrete Plant.

A Local 211 Engineer and Local 215 Maintenance Engineer shall be employed when a Power Pac is used in conjunction with a Conveyor.

Pulsometers, syphons and pumps driven by steam or compressed air. Cableways, cranes, Cherry pickers, clamshells, orange peel and drag line buckets.

Climbing cranes.

Locomotives.

Power chain hoists and concrete pumps.

House elevators used in the construction, alteration, demolition and repairing of buildings and structures at a cost of $40,000.00 or more, it being agreed that from a cost of $40,000.00

to $70,000.00, an Engineer shall be employed for a minimum of one week and that from $70,000.00 to $129,000, an Engineer shall be employed for a minimum of two weeks. These terms shall apply to all contracts of one contractor in one building progressing at the same time.

Loading or unloading material between the truck and the ground where either a power boom or tail gate mounted on the truck is used to facilitate same shall not be classified as hoisting.

In connection with pumping where any pumping is required to be operated continuously on river cofer dams and well point pumps because of water condition, an Engineer shall be Employed.

Lift trucks and Forklifts and similar machines, when such Lift Trucks and Forklifts and/or similar machines are used to hoist building materials.

An Engineer will be employed on a Power Conveyor or Conveyors.

Motorized buggies when they are used on ramps for lifting materials to the second floor, or above.

An Engineer shall be employed on engine driven Welding Machines where total amperage being operated under one contract by an individual Contractor within the Building, including the foundation, is 600 amperes, or more.

Welding machines when used on structural steel work.

Personnel materials hoists, regardless of the use of such machines.

Helicopters used in construction.

ARTICLE V

Hours

This Agreement is based on the principle that the Employer is entitled to seven (7) hours actual work for seven (7) hours pay. Any unreasonable failure to work these hours gives the Employer the right to pay for the hours actually worked.

SECTION 1. The minimum basic day will be seven (7) hours, between the hours of 8.00 A.M. and 4:00 P.M. for all weekdays, except Saturday. This time shall be actual running time and the Engineer shall have his machine ready to run at 8:00 A.M., unless otherwise notified on the previous day.

SECTION 2. It is agreed that the Engineer shall be employed on a straight time weekly basis, except as provided in SECTION 4 hereof.

SECTION 3. Where an Engineers works with the mechanics of a trade who are on eight (8) hour day basis, the Engineer will work the additional hour at straight time.

SECTION 4. At the start and finish of a job Engineers shall be paid for the actual time

worked. On jobs of one or two days' duration an Engineer shall be paid for a day's wages for each day he works. When an Engineer, hoisting for the concrete contractor exclusively, is employed only one or two consecutive days within a period of five consecutive working days, he shall receive a minimum of three (3) days' pay for each payroll week.

SECTION 5. When working with the Plasterer, the Engineer shall work similar hours as the Plasterers' Laborers seven (7) hour day.

When machines are being used to pump or spray plastering material on a job, an Engineer shall be employed.

(a) When one or more machines are pumping or spraying above the second floor on all apartment buildings over seven (7) stories high.

(b) When one or more machines are pumping or spraying above the second floor on office buildings which require 1250 square yards or more per floor.

(c) When two (2) or more machines are pumping or spraying from street level up on buildings over two stories high.

(d) On jobs comprised of more than one (1) building, when two (2) to four (4) machines are pumping or spraying from street level up on buildings over two stories high, whether working on one (1) or more buildings at a time, however, when five or more machines are in operation on more than one building, an additional Engineer shall be employed.

(c) No Engineer shall be required where only one (1) machine is used for pumping or spraying unless hose is larger than three (3) inches, except as stipulated above.

(f) When an Engineer is employed he may cover house car or portable hoist for not more than two (2) hours per day.

SECTION 6. It is further agreed that no work shall be performed on Saturday except in case of an emergency or necessity, and that no work shall be performed then unless notice be given to the Secretary of the International Union of Operating Engineers, Local 14, by 2:00 P.M., on the previous Friday, stating building where work is to be performed and the number of Engineers required, when double time shall be allowed.

Emergency work, involving danger to life and property, may be performed without above notice being given.

SECTION 7. The legal holidays referred to in this Article are: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Armistice Day, Thanksgiving and Christmas Day. When an Engineer is employed during the payroll week in which the aforesaid holidays fall, he shall be paid for these holidays even if they fall on Saturday.

SECTION 8. When pumps, syphons, pulsometers and/or boilers are operating twenty fours (24) hours continuously, three shifts of

Engineers shall be employed and no double time shall be paid except where men working more than eight (8) hours on one shift, or are employed over forty (40) hours continuously. There shall be no charge for Engineers' services on operating automatic pumps during noon hour.

SECTION 9. Whenever a gravtiy fed Concrete Mixing Plant is in operation on Saturday, Sunday or Holidays, the gravity fed Concrete Mixing Plant Engineer must be employed and ARTICLE V, Section 4 of the Agreement shall apply to all gravity fed Concrete Mixing Plants.

ARTICLE VI

Wages

SECTION 1. The basic rate shall be as follows:

July 1, 1972 to Dec. 31, 1972	$ 9.25 per hour
Jan. 1, 1973 to June 30, 1973	9.25 per hour
July 1, 1973 to Dec. 31, 1973	9.57 per hour
*Jan. 1, 1974 to June 30, 1974	9.89 per hour
*July 1, 1974 to Dec. 31, 1974	10.21 per hour
*Jan. 1, 1975 to June 30, 1975	10.53 per hour

SECTION 2. The basic Crane and Double Drum Hoist rate shall be as follows:

July 1, 1972 to Dec. 31, 1972	$ 9.64 per hour
Jan. 1, 1973 to June 30, 1973	9.64 per hour
July 1, 1973 to Dec. 31, 1973	9.97 per hour
*Jan. 1, 1974 to June 30, 1974	10.30 per hour
*July 1, 1974 to Dec. 31, 1974	10.63 per hour
*Jan. 1, 1975 to June 30, 1975	10.96 per hour

When an Engineer is employed on a long boom crane, the following rates will apply, in addition to the basic crane rate:

100 Ft. to 149 Ft.	$ .50 per hour
150 Ft. to 249 Ft.	.75 per hour
250 Ft. to 349 Ft.	1.00 per hour
350 Ft. to 450 Ft.	1.50 per hour

*It is agreed that Local 14 may reduce the wage rate set forth herein for the periods commencing Jan. 1, 1974; July 1, 1974; Jan. 1, 1975; and reallocate the amount of said reduced wage rate into fringe benefits, after notifying the BTEA in writing, sixty (60) days before said reallocation is to become effective.

The following fringe benefits will be added to all classifications:

VACATION: Effective July 1st, 1972 to June 30, 1975

$0.70 Per Hour on Straight Time paid.
$1.40 Per Hour on Premium Time paid.

ANNUITY: Effective July 1, 1972 to December 31, 1972

$0.70 Per Hour on Straight Time paid.
$1.40 Per Hour on Premium Time paid.

Effective January 1, 1973 to June 30, 1975

$0.90 Per Hour on Straight Time paid
$1.80 Per Hour on Premium Time paid

UNION ASSESSMENT: Effective July 1, 1972 to December 31, 1972

.10¢ Per Hour on Straight Time paid
.20¢ Per Hour on Premium Time Paid

Effective January 1, 1973 to June 30, 1975

.15¢ Per Hour on Straight Time
.30¢ Per Hour on Premium Time

TRAINING PROGRAM: Effedtive July 1, 1972 to June 30, 1975

.02¢ Per Hour on Straight Time paid
.04¢ Per Hour on Premium Time paid

SECTION 3. The terms and Conditions of the Annuity and Union Assessment are now covered in Article VI, Section 216 and Section 217 respectively.

SECTION 4. When an Engineer is employed on a climbing crane, he shall receive an additional 75¢ per hour over the basic crane rate.

The Engineer on a climbing crane shall receive in addition one hour per day climbing time at the double time rate. Climbing time shall start when the equipment is power activated.

SECTION 5. Lunch time for the Engineer employed on a climbing crane shall be determined at the start of the job. If the Engineer remains in the cab he will receive ½ hour wages at the double time rate. If the Engineer

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works any time during lunch, he will receive one hour's wage at the double time rate

SECTION 6. The wages of a Master Mechanic shall not be less than three dollars ($3.00) per day more than the highest scale paid to any operating engineer under his jurisdiction.

SECTION 7. Double time shall be allowed for all work on Saturday, Sunday and legal holildays, as defined in Article V, Section 7, and all overtime work on weekdays, except as provided for in Article V, Section 8, when an Engineer is ordered out on Saturday, Sunday or legal holiday and reports for work as ordered, he shall receive a full day's pay at double time.

SECTION 8. Overtime shall be paid for at double time rates for each hour or fraction thereof of time worked. Work done between the hours of 4 P.M. and 8 A.M. and 12 noon and 1 P.M. is overtime; except when by agreement with the Contractor, work may be resumed at 12:30 P.M. and end at 3:30 P.M. and the arrangement is carried out for an appreciable length of time; and when employed on brick masonry on request, the Engineer shall start ten minutes before 8 A.M. and may quit ten minutes before 4 P.M. If required by the Employer, the Engineer shall hoist the concrete in the ground hopper at twelve noon without benefit of overtime. This situation shall be limited to one lift. He shall be allowed his full one-half hour, or full hour, as the case may be, for lunch.

SECTION 9. Every Employer covered by this Agreement shall contribute employer contributions on the gross wages of all employees covered by this Agreement and employed by said employer in the amounts hereinafter specified to the Joint Welfare Fund and the Joint Pension Fund of the International Union of Operating Engineers, Local Unions #14-14B, 15, 15A, 15C, 15D, AFL-CIO, heretofore and hereafter established. Said Employer contributions shall be made by each Employer on or before the 15th day of each month on wages earned in the preceding month, accompanied by such reports and in such forms as may be required by the Trustees of each of said Funds. Each Employer's books and payroll records shall be made available, upon demand of the Trustees, for audit and inspection by a representative of the Trustees at all reasonable business hours.

SECTION 10. Employer contributions to the Joint Welfare Fund shall be in an amount equal to five percent (5%) of the wages of employees. The aforesaid stipulated percentages shall be applied only to straight time, hourly rates of pay provided for in Section 1 and 2 of this Article, and shall not apply to the premium portion of double time or overtime as provided for in Sections 7 and 8 of this Article, i.e., the stipulated percentages paid on double time or overtime shall be straight time rates.

SECTION 11. Each Employer shall be bound by all the terms and conditions of the Agreements and Declarations of Trust creat-

ing the Welfare and Pension Funds, as amended, and by all By-Laws adopted to regulate each of said Funds. The Trustees of the Pension Fund shall secure the approval of the Treasury Department to the Pension Trust and the Pension Plan under the applicable provisions of the Internal Revenue Code and shall amend the same if necessary to secure such approval, so as to qualify the Employer contributions as deductions for Federal Income Tax purposes, but the obligation of the employers to contribute to the Pension Fund shall continue pending the securing of such approval.

SECTION 12. The Trustees of the Joint Welfare Fund and of the Joint Pension Fund, in the exercise of their duty, shall require any Employer of Employees covered by this Agreement, to provide a Surety Bond to guarantee payment of these fringe benefits to the respective Funds.

The amounts of this Surety Bond shall be:

An Employer employing 1 to 10 employees	$10,000
An Employer employing 11 to 50 employees	20,000
An Employer employing more than 50 employees	50,000

SECTION 13. Whenever an employer is in default of payments to the Joint Welfare Fund or to the Joint Pension Fund and reasonable notice of such default is given to the Employer, if the payments are not made, the Union may remove employees covered by this Agreement

from the work of such employer. If such men who are removed remain at the job site during regular working hours they shall be paid for lost time, not to exceed three days' pay.

SECTION 14. Commencing July 1, 1972 every employer covered by this Agreement shall contribute one cent (1¢) per hour for every hour worked by the employees to the New York Building and Construction Industry Board of Urban Affairs Fund.

Each employer shall be bound by all the terms and conditions of the Agreement and Declaration and Trust by and between the Building and Construction Trades Council of Greater New York, the Building Trades Employers' Association of the City of New York, and the General Contractors' Association of New York, Inc., creating the New York Building and Construction Industry Board of Urban Affairs Fund and by all By-Laws adopted to regulate said Fund. The trustees of said Fund shall secure the approval of the Treasury Department under the applicable provision of the Internal Revenue Code and shall amend the same if necessary to secure such approval, so as to qualify the employer contributions as deductions for Federal Income Tax.

All Employer contributions to the New York Building and Construction Industry Board of Urban Affairs Fund shall be remitted monthly to the office of the Joint Welfare and Pension Funds of the International Union of Operating Engineers, Local 14, 14-B, 15, 15-A, 15-C, 15-D, AFL-CIO., which shall provide the Em-

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ployers with payroll reporting forms for such purposes. The Office of the Joint Welfare and Pension Funds of the International Union of Operating Engineers, Local 14, 14-B, 15, 15-A, 15-C and 15-D, AFL-CIO, shall deliver all such contributions to the New York Building and Construction Industry Board of Urban Affairs Fund after verifying the amount of each such contribution has been correctly computed by the Employer. The office of the Joint Welfare and Pension Funds of the International Union of Operating Engineers, Local 14, 14-B, 15, 15-A, 15-C and 15-D, AFL-CIO., shall advise the Union and the New York Building and Construction Industry Board of Urban Affairs whenever an Employer shall be in default in the payment of contributions due the New York Building and Construction Industry Board of Urban Affairs Fund under this Agreement.

SECTION 15. Vacation Fund. Commencing July 1, 1972 and continuing through June 30, 1975, the Employer agrees to pay, in accordance with Article VI, Section 2 of this Agreement, to each employee covered by this Agreement working under the classification and territorial jurisdiction of Locals 14, 14-B, in stamps purchased from a United States Treasury approved International Union of Operating Engineers Locals 14, 14-B Vacation Fund (hereinafter "Locals 14, 14B Vacation Fund"). Said stamps are to be placed in the employee's weekly pay envelope, and shall be cashed by Locals 14, 14-B Vacation Fund at such times designated by the Trustees. Contributions of the Employer shall be used exclu-

sively to provide benefits in such amounts as the Trustees of Locals 14, 14-B Vacation Fund may determine, as well as for the organization and administration of Locals 14, 14-B Vacation Fund. The Locals 14, 14-B Vacation Fund shall be administered jointly by Trustees one-half of whom shall be Locals 14, 14-B and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

SECTION 16. Annuity Fund Commecing July 1, 1972 and continuing through June 30, 1975 the Employer agrees to pay, in accordance with Article VI, Section 2 of this Agreement, to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 14, in stamps purchased from a United States Treasury approval International Union of Operating Engineers Local 14, 14-B Annuity Fund (hereinafter "Locals 14, 14-B Annuity Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be remitted to Locals 14, 14-B Annuity Fund by the Employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of Locals 14, 14B Annuity Fund may determine, as well as for the organization and administration of the Locals 14, 14-B Annuity Fund. The Locals 14, 14-B Annuity Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Locals 14, 14-B and one-half by the Employers, pursuant to an Agreement and Declaration of Trust. For the purpose of this Section, Locals 14, 14-B shall

be considered a contributing employer and shall make contributions on behalf of its full time employees, who are not members of another union for collective bargaining purposes.

SECTION 17. Union Assessment. Commencing July 1, 1972 and continuing through June 30, 1975 the Employer agrees that there will be deducted from the wages of each Employee working under the jurisdiction of Local 14, the sums listed in Article VI, Section 2 of this agreement, which sum constitutes part of each Employee's Union dues, and shall remit the same to the Union. It is mutually agreed that the Employee assignments authorizing the aforementioned Union Assessment shall be blanket form and filed in the Fund office of the Locals 14, 14-B Vacation and Annuity Funds. The Union agrees to indemnify and hold harmless the Employer from any and all claims and or actions arising out of such deduction.

SECTION 18. Consolidated Stamp. Payment to the Locals 14, 14-B, Vacation, Annuity, Union Assessment and Training Fund shall be by the purchase of a consolidated stamp.

ARTICLE VIII

Working Conditions

SECTION 1. Wages shall be paid weekly on the job before 4:00 P.M. on Friday, said wages to be paid in cash in envelopes upon the outside of which shall be plainly marked the man's name and number, the hours worked and

the amount of money enclosed. At the Employer's option payment of wages may be made by check, said check to be a Todd insured A.B.C. check, or similar type check, which shall be delivered to the men at least one day preceding a banking day. If men are not paid as specified above, double time shall be paid for overtime between the hours of 4:00 P.M. and 6:00 P.M., and single time for working time thereafter until paid, not exceeding fourteen (14) hours, provided that the men report to and remain on the job during the said fourteen (14) hours.

SECTION 2. Should the job be closed down on Thursday or Friday, for a legal holiday or for any other good or sufficient reasons, then pay time shall stop on Tuesday of that calendar week at 4:00 P.M., and wages shall be paid on Friday or Thursday, respectively, of the same week.

SECTION 3. If there is any change in the established pay day, a notice to that effect must be posted on the job by Employer, twenty-four (24) hours in advance of such change.

SECTION 4. If discharged during the week for any reason, men shall be paid at once, in cash; if sent to the main office for pay, one hour additional shall be allowed.

SECTION 5. When an Employee is sent to work by his Employer to a job where the fare to and from the said job by the customary means of travel, exceeds seventy cents (70¢)

per day, the Employer shall pay the excess fare in addition to the contract wage.

SECTION 6. Members of the International Union of Operating Engineers, Local 14, shall not give up or leave a situation without providing for a relief.

SECTION 7. Engineers, while at work, shall be protected from falling missiles in accordance with State of New York Department of Labor Industrial Code Rule No. 23, and shall be given protection from the weather. An Engineer shall not be required to operate a hoisting machine located in the basement of a building after the second floor slab has been concreted.

SECTION 8. Neither Party during the life of this Agreement is to adopt By-Laws or attempt to enforce any working rule or regulation which is contrary to any of the clauses in this Agreement. Neither shall either party attempt to enforce any working rules which have not been approved by the Joint Trade Board.

SECTION 9. Any Union member, upon showing his membership card, shall be permitted to seek employment on any job of any employer; where an employment office is not maintained on the job, the hiring agent of the employer shall be conveniently accessible to applicants at least once a day.

SECTION 10. When Employers, Parties to this Agreement, do any work other than the type covered by this Agreement, they shall

conform to any applicable Agreement that exists between an employing group and the International Union of Operating Engineers, Local 14. This applies to foundations for buildings.

SECTION 11. Master Mechanic. When five (5) or more Operating Engineers of Local 14 are employed on one shift, on one contract or job site, a Master Mechanic shall be employed by the General Contractor or owner builder during the employment of the five (5) or more Engineers.

If, under the terms of any other Agreement, a Master Mechanic is employed on the same shift, contract or job site, the General Contractor or Owner Builder shall not be required to include those Engineers covered by the other agreement as contributing to his quota for the employment of a Master Mechanic.

When the majority of Engineers are employed on super-structure or building work, the Master Mechanic shall not be required to work overtime unless three (3) or more Engineers work overtime.

When a Master Mechanic is employed by the General Contractor or Owner Builder resulting from five (5) or more Engineers being employed under a combination of agreements, the working conditions of the Master Mechanic shall be determined by the agreement covering the majority of Engineers employed.

The Master Mechanic shall be designated by the Union, subject to the approval of the General Contractor or Owner-Builder and will be

responsible for the performance of their duties by the Engineers, Maintenance Engineers, Junior Engineers, Firemen, Apprentice Engineers and Oilers. He shall operate a machine in emergencies only and then only until such time as the services of an Operating Engineers can be obtained.

On jobs requiring a Master Mechanic a pre-job conference will be held, at which time the Union shall designate the Master Mechanic, subject to the approval of the contractors.

SECTION 12. On climbing cranes the Engineer shall be hired on the first day that erection of the equipment begins. In the dismantling of the equipment he shall be employed until power is terminated on the equipment. He then shall receive one week's wages from that date, he shall operate any auxiliary equipment necessary to dismantle the climbing crane. There shall be no limitation on the direct placement of concrete with climbing cranes.

SECTION 13. When the headpiece on a hoist or the outrigger for a lumber hoist is jumped after regular working hours, the Engineer shall receive one (1) hour's pay at the double time rate.

SECTION 14. When a hoisting engine is located above the twelth (12th) floor, the Engineer shall receive an additional one (1) hour's pay at straight time.

SECTION 15. All employees shall comply with all general conditions obtaining on the job

site and all safety policies (including use of safety equipment) adopted by the employer and by the Building Trades Employers' Association. Violation of this section, or any form of intoxication, or the use or possession of any intoxicant or illegal drug, shall result in immediate dismissal of the employee(s) involved.

SECTION 16. Insurance. The Employer shall provide insurance in the amount of at least $100,000./$300,000. to protect employees covered by this Agreement from personal and public liability resulting from his employment, other than actions by an employee of the same Employer.

ARTICLE VIII

Validity

SECTION 1. If the courts should decide that any clause of part of this Agreement is unconstitutional or illegal or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this greement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the craft along lawful lines.

ARTICLE IX.

Trade and Jurisdictional Disputes

SECTION 1. Disputes between trade and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the method set forth in the Joint Arbitration Plan

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of the New York Building Trades as adopted on July 9, 1903, and amended on April 22, 1905, and all decisions rendered thereunder or by the Referee, determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the Parties thereto, except to the extent that Section 3 of said Joint Arbitration Plan requires the employer to employer only members of the Union directly or indirectly through sub-contractors or otherwise, providing, however, that nothing herein is intended to preclude the Employers from executing a Union security agreement with the Union in accordance with provisiions of Section 8 (a) (3) of the Taft-Hartley Act.

ARTICLE X.

Trade Boards

SECTION 1. All complaints, disputes and differences arising under this Agreement, between any and all of the Trade Associations and the Union, or between any employers or employee, shall be referred first to the Joint Trade Board of the Trade affected. Should the Board fail to reach a decision, the matter shall then be referred to the Combined Trade Board. Should the Combined Trade Board fail to reach a decision the matter can then be referred to an Umpire, as set forth in SECTION 3 of this ARTICLE X. The Joint Trade Board, the Combined Trade Board and the Umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision by any one of these

Trade Agencies shall be final and binding on all Parties.

SECTION 2. Within three (3) weeks of the execution of this Agreement, each Trade Association, together with the Union, shall form a Joint Trade Board for its own Trade to exercise the powers enumerated in Section 1 above. These Boards shall be known by the following titles:

Building Contractors and Mason Builders Association

The Cement League

Contracting Stonesetters Association

Contracting Plasterers' Association of Greater New York

Allied Building Metal Industries, Inc.

Each Joint Trade Board shall consist of not less than three (3) or more than five (5) members to represent Employers and an equal number to represent the Union. Members shall be appointed or selected to serve not less than one (1) year. Any Board shall meet within forthy-eight (48) hours after a written request has been made to one side by the other to meet for a specific purpose.

In voting, the Employers, as such, and the Union, as such, shall each cast an equal number of votes and in the event of tie vote, or failure to reach a decision, the matter shall be submitted, within ten (10) days, to the Combined Trade Board. Any and all expenses shall be equally divided between and paid for by the Parties to this Agreement.

SECTION 3. A Combined Trade Board consisting of all the members of all the Joint Trade Boards named in Section 2 above is hereby created to hear, adjust and decide matters referred to it by any Joint Trade Board. The Combined Trade Board shall meet within three (3) days after a written request has been made by either side of any Joint Trade Board to meet for a specific purpose. In voting, the employers as such, and the Union as such, shall each cast an equal number of votes as a unit. In the event of tie vote, or failure to reach a decision, the matter shall be referred within three (3) weeks to an impartial Umpire, selected by the Combined Trade Board. Any and all expenses in connection with such reference shall be equally divided between and paid for by the Parties of this Agreement.

SECTION 4. Any penalties which may result from such findings or decisions are to be determined and imposed by the Association or Union, as the case may be, to which the member affected may belong.

Any Employer member of a Trade Board directly involved in any case brought before this Board shall withdraw from the Board until the case is settled, and an alternate shall be selected by the remaining employer members to fill the temporary vacancy.

Any Union members of a Trade Board directly involved in any case brought before the Board shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Union members to fill the temporary vacancy.

SECTION 5. The trade association will provide the Union with a list of its members who designated the trade association as its bargaining agent, and who have agreed to be bound by the terms and conditions of this collective bargaining agreement. In addition, the trade association will notify the Union of any changes in membership, either by addition of new members or the dropping of members during this Agreement. It is further agreed that all employer members of the trade association are bound by this Collective Bargaining Agreement and entitled to its benefits until its termination date whether or not they retain their membership in the trade association for the full period of this Agreement.

ARTICLE XI

Duration

SECTION 1. The term of this Agreement, as modified, shall be effective and retroactive for the period commencing July 1, 1972 and continuing to June 30, 1975, unless changed by agreement between the Parties. No change shall be made prior to June 30, 1975 and not then unless written notice asking that changes be considered is given by one Party to another on or before March 31, 1975, by registered mail.

It is agreed by all Parties to this Agreement that all desired changes to the Agreement will be exchanged sixty (60) days prior to the expira-

tion of this Agreement, providing it is agreed that a proposed contract change after that date may be proposed.

ARTICLE XII

Effectuating Clause

The Parties hereto hereby made and enter into this Agreement, in witness whereof, we their duly authorized empowered Representatives, have hereunto set our hands and seals this sixteenth day of August, 1972.

IN WITNESS THEREOF the Parties hereto have caused these presents to be signed by their duly authorized Representatives as of the sixteenth day of August, 1972.

BUILDING CONTRACTORS AND MASON BUILDERS ASSOCIATION
By Edward J. Fee, Trade Board Chairman
By Arthur Nussbaum
By John Lowry, Jr., President

THE CEMENT LEAGUE
By Henry Gally, Chairman
By Arthur T. Gaffney, President
By Joseph DePaola

CONTRACTING STONESETTERS ASSOCIATION, Inc.
By Malcolm S. Cohen, President

CONTRACTING PLASTERERS' ASSOCIATION
By Vincent Colletti

ALLIED BUILDING METAL INDUSTRIES, Inc.
By Andrew A. Ellenbogen, President
By Harold R. Bassen, Executive Director

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION No. 14, 14-B AFL-CIO.
By John R. Egan
Recording-Corresponding Secretary
By Thomas J. Nolan
Business Manager & Financial Secretary
By Ralph Dalton, President

Agreement

Between

ASSOCIATED BRICK MASON CONTRACTORS OF GREATER NEW YORK

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL No. 14

JULY 1, 1972 to JUNE 30, 1975

285

USA 33s - 475
(ED. 4-23-71)

Plaintiff

EXHIBIT

U. S. DIST. COURT
S. D. OF N. Y.

47

ARTICLE I

Object

SECTION 1. To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such, or between them and Employers and Employee, and to provide for the adjustment of disputes between trades.

ARTICLE II

Principles

SECTION 1. The amount of work a man may perform shall not be restricted by the Union nor by its representatives, Officers or members, and the use of machinery, tools, appliances or methods shall not be restricted or interfered with under the terms of this Agreement.

It is agreed, however, that in the event the engineer is ordered to hoist personnel on material hoists, which is contrary to rules and regulations of the State Labor Code, the engineer shall refuse to operate the hoist.

SECTION 2. The Business Representative of the Union shall have access to the work at all times. They shall comply with all general

conditions of the job regarding passes, entrances to be used, etc.

SECTION 3. The Employers recognize the Union as a source for the procurement of skilled workmen and engineers and agree to employ such workers who are members in good standing of the Union or who become members thereof seven days after the commencement of their employment, and the Union agrees to furnish such workers when requested by the Employers. Such workers shall thereafter maintain their membership in good standing.

SECTION 4. The Union or its Representatives shall not order a strike or stoppage of work, nor shall the employees strike against any Employer or collectively leave the work of an Employer, nor shall any Employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided for in Article X.

The foregoing does not deny the right of the Union to render assistance to other Labor Organizations by removing its members from jobs, when combined action by all trades is officially ordered by the President or Business Manager of the Local but no removal shall take place until formal notice is given to the Secretary of the Trade Association involved, in accordance with the requirements of the General Arbitration Plan referred to in ARTICLE IX, Section 1.

SECTION 5: An Engineer shall hoist only the material for his Employer. If the Engineer

is required to hoist for any other contractor and/or sub-contractor that does not have an Agreement with the Union and there exists a jurisdictional dispute with the other contractor and/or sub-contractor and its employee, hoisting shall only be done by the mutual consent of the Employer and the Union.

The Employer shall designate the person in his employ who is authorized to order the Hoisting Engineer to raise material.

Nothing in this Agreement shall be construed as prohibiting the shifting of an Engineer from one engine to another, limited to two moves on the same job site.

SECTION 6. Slowdowns and practices contrary to the principles contained in this agreement will not be toleretad.

SECTION 7. The Employer Association and the Union agree that they have not and will not discriminate against any individual seeking employment because of race, creed, color or nationality.

In furtherance of these efforts, both Parties agree to fully participate in the program of the New York Building and Construction Industry Board of Urban Affairs Fund.

ARTICLE III

Territory Covered

SECTION 1. This Agreement shall apply to building construction work in New York

City, i.e., Borough of Manhattan, Borough of Bronx, Borough of Richmond, Borough of Queen and Borough of Brooklyn.

ARTICLE IV

Work Covered

Engineers shall be employed on the operation of:

All high pressure boilers, high pressure steam (not from permanent plant of an existing building on the job site or street service) used for temporary heating, when operated by Parties of the First Part.

All engine., irrespective of power used for hoisting materials and construction equipment for buildings.

Air compressors (it being agreed that one (1) engineer shall service two (2) compressors when such compressors are located within one hundred feet of each other, and shall drive all truck-mounted compressors).

Air valves, when compressed air is obtained from other source than the employer's compressor.

Steam or compressed air driven concrete or mortar mixers.

On gravity fed Concrete Mixing Plants, where compressed air or steam is required, an Operating Engineer shall be employed on the Gravity fed Concrete Mixing Plant and/or Boiler.

One man will cover the gravity fed Concrete Mixing Plant, the Boiler and Compressor, if all three are used. He shall work any and all overtime that the gravity fed Concrete Mixing Plant works.

No Engineers shall be required until the gravity fed Concrete Mixing Plant goes into production.

A Local #14 Engineer and Local #15 Maintenance Engineer shall be employed on a job site Concrete Plant.

A Local #14 Engineer and Local #15 Maintenance Engineer shall be employed when a Power Pac is used in conjunction with a Conveyor.

Pulsometers, syphons and pumps driven by steam or compressed air. Cableways, cranes, Cherry pickers, clamshells, orange peel and drag line buckets.

Climbing cranes.

Locomotives.

Power chain hoists and concrete pumps.

House elevators used in the construction, alteration, demolition and repairing of buildings and structures at a cost of $40,000.00 or more, it being agreed that from a cost of $40,000.00 to $70,000.00, an Engineer shall be employed for a minimum of one week and that from $70,000.00 to $120,000, an Engineer shall be employed for a minimum of two weeks. These terms shall apply to all contracts of one con-

tractor in one building progressing at the same time.

Loading or unloading material between the truck and the ground where either a power boom or tail gate mounted on the truck is used to facilitate same shall not be classified as hoisting.

In connection with pumping where any pumping is required to be operated continuously on river coffer dams and well point pumps because of water condition, an Engineer shall be Employed.

Lift trucks and Forklifts and similar machines, when such Lift Trucks and Forklifts and/or similar machines are used to hoist building materials.

An Engineer will be employed on a Power Conveyor or Conveyors.

Motorized buggies when they are used on ramps for lifting materials to the second floor, or above.

An Engineer shall be employed on engine driven Welding Machines where total amperage being operated under one contract by an individual Contractor within the Building, including the foundation, is 600 amperes, or more.

Welding machines when used on structural steel work.

Personnel materials hoists, regardless of the use of such machines.

Helicopters used in construction.

ARTICLE V
Hours

This Agreement is based on the principle that the Employer is entitled to seven (7) hours actual work for seven (7) hours pay. Any unreasonable failure to work these hours gives the Employer the right to pay for the hours actually worked.

SECTION 1. The minimum basic day will be seven (7) hours, between the hours of 8:00 A.M. and 4:00 P.M. for all weekdays, except Saturday. This time shall be actual running time and the Engineer shall have his machine ready to run at 8.00 A.M., unless otherwise notified on the previous day.

SECTION 2. It is agreed that the Engineer shall be employed on a straight time weekly basis, except as provided in SECTION 4 hereof.

SECTION 3. Where an Engineers works with the mechanics of a trade who are on eight (8) hour day basis, the Engineer will work the additional hour at straight time.

SECTION 4. At the start and finish of a job Engineers shall be paid for the actual time worked. On jobs of one or two days' duration an Engineer shall be paid for a day's wages for each day he works. When an Engineer, hoisting for the concrete contractor exclusively, is employed only one or two consecutive days within a period of five consecutive working days, he shall receive a minimum of three (3) days' pay for each payroll week.

SECTION 5. When working with the Plasterer, the Engineer shall work similar hours as the Plasterers' Laborers seven (7) hour day.

When machines are being used to pump or spray plastering material on a job, an Engineer shall be employed.

(a) When one or more machines are pumping or sprayig above the second floor on all apartment buildings over seven (7) stories high.

(b) When one or more machines are pumping or spraying above the second floor on office buildings which require 1250 square yards or more per floor.

(c) When two (2) or more machines are pumping or spraying from street level up on buildings over two stories high.

(d) On jobs comprised of more than one (1) building, when two (2) to four (4) machines are pumping or spraying from street level up on buildings over two stories high, whether working on one (1) or more buildings at a time, however, when five or more machines are in operation on more than one building, an additional Engineer shall be employed.

(e) No Engineer shall be required where only one (1) machine is used for pumping or spraying unless hose is larger than three (3) inches, except as stipulated above.

(f) When an Engineer is employed he may cover house car or portable hoist for not more than two (2) hours per day.

SECTION 6. It is further agreed that no work shall be performed on Saturday except in case of an emergency or necessity, and that no work shall be performed then unless notice be given to the Secretary of the International Union of Operating Engineers, Local 214, by 2:00 P.M., on the previous Friday, stating building where work is to be performed and the number of Engineers required, when double time shall be allowed.

Emergency work, involving danger to life and property, may be performed without above notice being given.

SECTION 7. The legal holidays referred to in this Article are: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Armistice Day, Thanksgiving and Christmas Day. When an Engineer is employed during the payroll week in which the aforesaid holidays fall, he shall be paid for these holidays even if they fall on Saturday.

SECTION 8. When pumps, syphons, pulsometers and/or boilers are operating twenty fours (24) hours continuously, three shifts of Engineers shall be employed and no double time shall be paid except where men working more than eight (8) hours on one shift, or are employed over forty (40) hours continuously. There shall be no charge for Engineers' services on operating automatic pumps during noon hour.

SECTION 9. Whenever a gravtiy fed Concrete Mixing Plant is in operation on Saturday, Sunday or Holidays, the gravity fed Concrete Mixing Plant Engineer must be employed and ARTICLE V, Section 4 of the Agreement shall apply to all gravity fed Concrete Mixing Plants.

ARTICLE VI
Wages

SECTION 1. The basic rate shall be as follows:

July 1, 1972 to Dec. 31, 1972	$ 9.25 per hour
Jan. 1, 1973 to June 30, 1973	9.25 per hour
July 1, 1973 to Dec. 31, 1973	9.57 per hour
*Jan. 1, 1974 to June 30, 1974	9.89 per hour
*July 1, 1974 to Dec. 31, 1974	10.21 per hour
*Jan. 1, 1975 to June 30, 1975	10.53 per hour

SECTION 2. The basic Crane and Double Drum Hoist rate shall be as follows:

July 1, 1972 to Dec. 31, 1972	$ 9.64 per hour
Jan. 1, 1973 to June 30, 1973	9.64 per hour
July 1, 1973 to Dec. 31, 1973	9.97 per hour
*Jan. 1, 1974 to June 30, 1974	10.30 per hour
*July 1, 1974 to Dec. 31, 1974	10.63 per hour
*Jan. 1, 1975 to June 30, 1975	10.96 per hour

When an Engineer is employed on a long boom crane, the following rates will apply, in addition to the basic crane rate:

100 Ft. to 149 Ft.	$ .50 per hour
150 Ft. to 249 Ft.	.75 per hour
250 Ft. to 349 Ft.	1.00 per hour
350 Ft. to 450 Ft.	1.50 per hour

*It is agreed that Local 14 may reduce the wage rate set forth herein for the periods commencing Jan. 1, 1974; July 1, 1974; Jan. 1, 1975; and reallocate the amount of said reduced wage rate into fringe benefits, after notifying the ABMC in writing, sixty (60) days before said reallocation is to become effective.

The following fringe benefits will be added to all classifications:

VACATION: Effective July 1st, 1972 to June 30, 1975

$0.70 Per Hour on Straight Time paid.
$1.40 Per Hour on Premium Time paid.

ANNUITY: Effective July 1, 1972 to December 31, 1972

$0.70 Per Hour on Straight Time paid.
$1.40 Per Hour on Premium Time paid.

Effective January 1, 1973 to June 30, 1975
$0.90 Per Hour on Straight Time paid
$1.80 Per Hour on Premium Time paid

UNION ASSESSMENT: Effective July 1, 1972 to December 31, 1972

.10¢ Per Hour on Straight Time paid
.20¢ Per Hour on Premium Time Paid

Effective January 1, 1973 to June 30, 1975
.15¢ Per Hour on Straight Time
.30¢ Per Hour on Premium Time

TRAINING PROGRAM: Effedtive July 1, 1972 to June 30, 1975

.02¢ Per Hour on Straight Time paid
.04¢ Per Hour on Premium Time paid

SECTION 3. The terms and Conditions of the Annuity and Union Assessment are now covered in Article VI, Section #16 and Section #17 respectively.

SECTION 4. When an Engineer is employed on a climbing crane, he shall receive an additional 75c per hour over the basic crane rate.

The Engineer on a climbing crane shall receive in addition one hour per day climbing time at the double time rate. Climbing time shall start when the equipment is power activated.

SECTION 5. Lunch time for the Engineer employed on a climbing crane shall be determined at the start of the job. If the Engineer remains in the cab he will receive ½ hour wages at the double time rate. If the Engineer works any time during lunch, he will receive one hour's wage at the double time rate

SECTION 6. The wages of a Master Mechanic shall not be less than three dollars ($3.00) per day more than the highest scale paid to any operating engineer under his jurisdiction.

SECTION 7. Double time shall be allowed for all work on Saturday, Sunday and legal holidays, as defined in Article V, Section 7, and all overtime work on weekdays, except as provided for in Article V, Section 8, when an Engineer is ordered out on Saturday, Sunday or legal holiday and reports for work as ordered, he shall receive a full day's pay at double time.

SECTION 8. Overtime shall be paid for at double time rates for each hour or fraction thereof of time worked. Work done between the hours of 4 P.M. and 8 A.M. and 12 noon and 1 P.M. is overtime; except when by agreement with the Contractor, work may be resumed at 12:30 P.M. and end at 3:30 P.M. and the arrangement is carried out for an appreciable length of time; and when employed on brick masonry on request, the Engineer shall start ten minutes before 8 A.M. and may quit ten minutes before 4 P.M. If required by the Employer, the Engineer shall hoist the concrete in the ground hopper at twelve noon without benefit of overtime. This situation shall be limited to one lift. He shall be allowed his full one-half hour, or full hour, as the case may be, for lunch.

SECTION 9. Every Employer covered by this Agreement shall contribute employer contributions on the gross wages of all employees covered by this Agreement and employed by said employer in the amounts hereinafter specified to the Joint Welfare Fund and the Joint Pension Fund of the International Union of Operating Engineers, Local Unions #14-14B, 15, 15A, 15C, 15D, AFL-CIO, heretofore and hereafter established. Said Employer contributions shall be made by each Employer on or before the 15th day of each month on wages earned in the preceding month, accompanied by such reports and in such forms as may be required by the Trustees of each of said Funds. Each Employer's books and payroll records shall be made available, upon demand of the

Trustees, for audit and inspection by a representative of the Trustees at all reasonable business hours.

SECTION 10. Employer contributions to the Joint Welfare Fund shall be in an amount equal to five percent (5%) of the wages of employees. Employer contributions to the Joint Pension fund shall be in an amount equal to five percent (5%) of the wages of employees. The aforesaid stipulated percentages shall be applied only to straight time, hourly rates of pay provided for in Section 1 and 2 of this Article, and shall not apply to the premium portion of double time or overtime as provided for in Sections 7 and 8 of this Article, i.e., the stipulated percentages paid on double time or overtime shall be straight time rates.

SECTION 11. Each Employer shall be bound by all the terms and conditions of the Agreements and Declarations of Trust creating the Welfare and Pension Funds, as amended, and by all By-Laws adopted to regulate each of said Funds. The Trustees of the Pension Fund shall secure the approval of the Treasury Department to the Pension Trust and the Pension Plan under the applicable provisions of the Internal Revenue Code and shall amend the same if necessary to secure such approval, so as to qualify the Employer contributions as deductions for Federal Income Tax purposes, but the obligation of the employers to contribute to the Pension Fund shall continue pending the securing of such approval.

SECTION 12. The Trustees of the Joint Welfare Fund and of the Joint Pension Fund,

in the exercise of their duty, may require any Employer of Employees covered by this Agreement, to provide a Surety Bond to guarantee payment of these fringe benefits to the respective Funds.

The amounts of this Surety Bond shall be not more than:

An Employer employing 1 to 5 employees	$ 5,000.00
An Employer employing 6 to 10 employees	10,000.00
An Employer employing 11 to 50 employees	20,000.00
An Employer employing more than 50 employees	50,000.00

SECTION 13. Whenever an employer is in default of payments to the Joint Welfare Fund or to the Joint Pension Fund and reasonable notice of such default is given to the Employer, if the payments are not made, the Union may remove employees covered by this Agreement from the work of such employer. If such men who are removed remain at the job site during regular working hours they shall be paid for lost time, not to exceed three days' pay.

SECTION 14. Commencing July 1, 1972 every employer covered by this Agreement shall contribute one cent (1c) per hour for every hour worked by the employees to the New York Building and Construction Industry Board of Urban Affairs Fund.

Each employer shall be bound by all the terms and conditions of the Agreement and

Declaration and Trust by and between the Building and Construction Trades Council of Greater New York, the Building Trades Employers' Association of the City of New York, and the General Contractors' Association of New York, Inc., creating the New York Building and Construction Industry Board of Urban Affairs Fund and by all By-Laws adopted to regulate said Fund. The trustees of said Fund shall secure the approval of the Treasury Department under the applicable provision of the Internal Revenue Code and shall amend the same if necessary to secure such approval, so as to qualify the employer contribuitions as deductions for Federal Income Tax.

All Employer contributions to the New York Building and Construction Industry Board of Urban Affairs Fund shall be remitted monthly to the office of the Joint Welfare and Pension Funds of the International Union of Operating Engineers, Local 14, 14-B, 15, 15-A, 15-C, 15-D, AFL-CIO., which shall provide the Employers with payroll reporting forms for such purposes. The Office of the Joint Welfare and Pension Funds of the International Union of Operating Engineers, Local 14, 14-B, 15, 15-A, 15-C and 15-D, AFL-CIO, shall deliver all such contributions to the New York Building and Construction Industry Board of Urban Affairs Fund after verifying the amount of each such contribution has been correctly computed by the Employer. The office of the Joint Welfare and Pension Funds of the International Union of Operating Engineers, Local 14, 14-B, 15, 15-A, 15-C and 15-D, AFL-CIO., shall advise

the Union and the New York Building and Construction Industry Board of Urban Affairs whenever an Employer shall be in default in the payment of contributions due the New York Building and Construction Industry Board of Urban Affairs Fund under this Agreement.

SECTION 15. Vacation Fund. Commencing July 1, 1972 and continuing through June 30, 1975, the Employer agrees to pay, in accordance with Article VI, Section 2 of this Agreement, to each employee covered by this Agreement working under the classification and territorial jurisdiction of Locals 14, 14-B, in stamps purchased from a United States Treasury approved International Union of Operating Engineers Locals 14, 14-B Vacation Fund (hereinafter "Locals 14, 14B Vacation Fund"). Said stamps are to be placed in the employee's weekly pay envelope, and shall be cashed by Locals 14, 14-B Vacation Fund at such times designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amounts as the Trustees of Locals 14, 14-B Vacation Fund may determine, as well as for the organization and administration of Locals 14, 14-B Vacation Fund. The Locals 14 14-B Vacation Fund shall be administered jointly by Trustees one-half of whom shall be Locals 14, 14-B and one-half by the Employers, pursuant to an Agreement and Declaration of Trust.

SECTION 16. Annuity Fund Commecing July 1, 1972 and continuing through June 30, 1975 the Employer agrees to pay, in accordance

with Article VI, Section 2 of this Agreement, to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 14, in stamps purchased from a United States Treasury approval International Union of Operating Engineers Local 14, 14-B Annuity Fund (hereinafter "Locals 14, 14-B Annuity Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be remitted to Locals 14, 14-B Annuity Fund by the Employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of Locals 14, 14B Annuity Fund may determine, as well as for the organization and administration of the Locals 14, 14-B Annuity Fund. The Locals 14, 14-B Annuity Fund shall be administered jointly by Trustees, one-half of whom shall be designated by Locals 14, 14-B and one-half by the Employers, pursuant to an Agreement and Declaration of Trust. For the purpose of this Section, Locals 14, 14-B shall be considered a contributing employer and shall make contributions on behalf of its full time employees, who are not members of another union for collective bargaining purposes.

SECTION 17. Union Assessment. Commencing July 1, 1972 and continuing through June 30, 1975 the Employer agrees that there will be deducted from the wages of each Employee working under the jurisdiction of Local 14, the sums listed in Article VI, Section 2 of this agreement, which sum constitutes part of each Employee's Union dues, and shall remit

the same to the Union. It is mutually agreed that the Employee assignments authorizing the aforementioned Union Assessment shall be blanket form and filed in the Fund office of the Locals 14, 14-B Vacation and Annuity Funds. The Union agrees to indemnify and hold harmless the Employer from any and all claims and/or actions arising out of such deduction.

SECTION 18. Consolidated Stamp. Payment to the Locals 14, 14-B, Vacation, Annuity, Union Assessment and Training Fund shall be by the purchase of a consolidated stamp.

ARTICLE VII

Working Conditions

SECTION 1. Wages shall be paid weekly on the job before 4:00 P.M. on Friday, said wages to be paid in cash in envelopes upon the outside of which shall be plainly marked the man's name and number, the hours worked and the amount of money enclosed. At the Employer's option payment of wages may be made by check, said check to be a Todd insured A.B.C. check, or similar type check, which shall be delivered to the men at least one day preceding a banking day. If men are not paid as specified above, double time shall be paid for overtime between the hours of 4:00 P.M. and 6:00 P.M., and single time for working time thereafter until paid, not exceeding fourteen (14) hours, provided that the men report to and remain on the job during the said fourteen (14) hours.

SECTION 2. Should the job be closed down on Thursday or Friday, for a legal holiday or for any other good or sufficient reasons, then pay time shall stop on Tuesday of that calendar week at 4:00 P.M., and wages shall be paid on Friday or Thursday, respectively, of the same week.

SECTION 3. If there is any change in the established pay day, a notice to that effect must be posted on the job by Employer, twenty-four (24) hours in advance of such change

SECTION 4. If discharged during the week for any reason, men shall be paid at once, in cash; if sent to the main office for pay, one hour additional shall be allowed.

SECTION 5. When an Employee is sent to work by his Employer to a job where the fare to and from the said job by the customary means of travel, exceeds seventy cents (70c) per day, the Employer shall pay the excess fare in addition to the contract wage.

SECTION 6. Members of the International Union of Operating Engineers, Local 14, shall not give up or leave a situation without providing for a relief.

SECTION 7. Engineers, while at work, shall be protected from falling missiles in accordance with State of New York Department of Labor Industrial Code Rule No. 23, and shall be given protection from the weather. An Engineer shall not be required to operate a hoisting machine located in the basement of a building after the second floor slab has been concreted.

SECTION 8. Neither Party during the life of this Agreement is to adopt By-Laws or attempt to enforce any working rule or regulation which is contrary to any of the clauses in this Agreement. Neither shall either party attempt to enforce any working rules which have not been approved by the Joint Trade Board.

SECTION 9. Any Union member, upon showing his membership card, shall be permitted to seek employment on any job of any employer; where an employment office is not maintained on the job, the hiring agent of the employer shall be conveniently accessible to applicants at least once a day.

SECTION 10. When Employers, Parties to this Agreement, do any work other than the type covered by this Agreement,-they shall conform to any applicable Agreement that exists between an employing group and the International Union of Operating Engineers, Local 14. This applies to foundations for buildings.

SECTION 11. Master Mechanic. When five (5) or more Operating Engineers of Local 14 are employed on one shift, on one contract or job site, a Master Mechanic shall be employed by the General Contractor or owner builder during the employment of the five (5) or more Engineers.

If, under the terms of any other Agreement, a Master Mechanic is employed on the same shift, contract or job site, the General Contractor or Owner Builder shall not be required to include those Engineers covered by the other agreement as contributing to his quota for the employment of a Master Mechanic.

When the majority of Engineers are employed on super-structure or building work, the Master Mechanic shall not be required to work overtime unless three (3) or more Engineers work overtime.

Where a Master Mechanic is employed by the General Contractor or Owner Builder resulting from five (5) or more Engineers being employed under a combination of agreements, the working conditions of the Master Mechanic shall be determined by the agreement covering the majority of Engineers employed.

The Master Mechanic shall be designated by the Union, subject to the approval of the General Contractor or Owner-Builder and will be responsible for the performance of their duties by the Engineers, Maintenance Engineers, Junior Engineers, Firemen, Apprentice Engineers and Oilers. He shall operate a machine in emergencies only and then only until such time as the services of an Operating Engineers can be obtained.

On jobs requiring a Master Mechanic a pre-job conference will be held, at which time the Union shall designate the Master Mechanic, subject to the approval of the contractors.

SECTION 12. On climbing cranes the Engineer shall be hired on the first day that erection of the equipment begins. In the dismantling of the equipment he shall be employed until power is terminated on the equipment. He then shall receive one week's wages from that date, he shall operate any auxiliary equipment necessary to dismantle the climbing crane. There shall be no limitation on the direct placement of concrete with climbing cranes.

SECTION 13. When the headpiece on a hoist or the outrigger for a lumber hoist is jumped after regular working hours, the Engineer shall receive one (1) hour's pay at the double time rate.

SECTION 14. When a hoisting engine is located above the twelth (12th) floor, the Engineer shall receive an additional one (1) hour's pay at straight time.

SECTION 15. All employees shall comply with all general conditions obtaining on the job site and all safety policies (including use of safety equipment) adopted by the employer and by the Associated Brick Masons Contractors of New York. Violation of this section, or any form of intoxication, or the use or possession of any intoxicant or illegal drug, shall result in immediate dismissal of the employee(s) involved.

SECTION 16. Insurance. The Employer shall provide insurance in the amount of at least $100,000./$300,000. to protect employees covered by this Agreement from personal and

public liability resulting from his employment, other than actions by an employee of the same Employer.

ARTICLE VIII

Validity

SECTION 1. If the courts should decide that any clause of part of this Agreement is unconstitutional or illegal or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this Agreement to promote peace and harmony in the craft along lawful lines.

ARTICLE IX.

Trade and Jurisdictional Disputes

SECTION 1. Disputes between trade and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the method set forth in the Joint Arbitration Plan of the New York Building Trades as adopted on July 9, 1903, and amended on April 22, 1905, and all decisions rendered thereunder or by the Referee, determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the Parties thereto, except to the extent that Section 3 of said Joint Arbitration Plan requires the employer to employer only members of the Union directly or indirectly

through sub-contractors or otherwise, providing, however, that nothing herein is intended to preclude the Employers from executing a Union security agreement with the Union in accordance with provisiions of Section 8 (a) (3) of the Taft-Hartley Act.

ARTICLE X.

Trade Boards

SECTION 1. All complaints, disputes and differences arising under this Agreement, between the Trade Association and the Union, or between any employer or employee, shall be referred to the Joint Trade Board. Should the Board fail to reach a decision the matter shall then be referred to an Umpire, as set forth in SECTION 3 of this ARTICLE X. The Joint Trade Board and the Umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision shall be final and binding on both Parties.

SECTION 2. Within three (3) weeks of the execution of this Agreement, the Trade Association, together with the Union, shall form a Joint Trade Board for its own Trade to exercise the powers enumerated in this Article. The Board shall be known by the following title:

"THE ASSOCIATED BRICK MASON CONTRACTORS OF GREATER NEW YORK"

SECTION 3. The Joint Trade Board shall consist of not less than three (3) or more than five (5) members to represent the employers

and an equal number to represent the Union. Members shall be appointed or selected to serve not less than one (1) year. The Board shall meet within forty-eight (48) hours after a written request has been made to one side by the other to meet for a specific purpose.

In voting, the Employers as such, and the Union as such, shall each cast an equal number of votes and, in the event of a tie vote, or failure to reach a decision, the matter shall be submitted, within ten (10) days to an Umpire mutually agreed upon by the Employers and the Union. Any and all expenses shall be equally divided between and paid for, by the Parties to this Agreement.

SECTION 4. Any penalties which may result from such findings or decisions are to be determined and imposed by the Association or Union, as the case may be, to which the member affected may belong.

Any Employer member of a Trade Board directly involved in any case brought before this Board shall withdraw from the Board until the case is settled, and an alternate shall be selected by the remaining employer members to fill the temporary vacancy.

Any Union members of a Trade Board directly involved in any case brought before the Board shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Union members to fill the temporary vacancy.

SECTION 5. The trade association will provide the Union with a list of its members who designated the trade association as its bargaining agent, and who have agreed to be bound by the terms and conditions of this collective bargaining agreement. In addition, the trade association will notify the Union of any changes in membership, either by addition of new members or the dropping of members during this Agreement. It is further agreed that all employer members of the trade association are bound by this Collective Bargaining Agreement and entitled to its benefits until its termination date whether or not they retain their membership in the trade association for the full period of this Agreement.

ARTICLE XI

Duration

SECTION 1. The term of this Agreement, as modified, shall be effective and retroactive for the period commencing July 1, 1972 and continuing to June 30, 1975, unless changed by agreement between the Parties. No change shall be made prior to June 30, 1975 and not then unless written notice asking that changes be considered is given by one Party to another on or before March 31, 1975, by registered mail.

It is agreed by all Parties to this Agreement that all desired changes to the Agreement will be exchanged sixty (60) days prior to the expiration of this Agreement, providing it is agreed that a proposed contract change after that date may be proposed.

further believe that such a Uniform Agreement should contain the

ARTICLE XII

Effectnating Clause

The Parties hereto hereby made and enter into this Agreement, in witness whereof we, their duly authorized empowered Representatives, have hereunto set our hands and seals.

IN WITNESS THEREOF the Parties hereto have caused these presents to be signed by their duly authorized Representatives as of the sixteenth day of October 1972.

Associated Brick Mason Contractors of Greater New York

By Anthony Zotollo, President

International Union of Operating Engineers Local #14-14B, AFL-CIO

John R. Egan, Recording-Corres. Sec'y

By Thomas J. Nolan,
Business Mgr. & Fin. Sec'y

By Ralph Dalton, President

Agreement

between

The New York Racing Association Inc.

and

Local 15B

INTERNATIONAL UNION OF OPERATING ENGINEERS
A.F.L. - C.I.O.

—

AQUEDUCT AND BELMONT PARK
RACE TRACKS

—

February 1, 1956 - January 31, 1959

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of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he meets the following requirements:

(A) He has not been dishonorably discharged.

(B) He is physically able to do the work.

(C) Reports for work within 90 days of the date of his discharge, or 90 days after hospitalization continuing after discharge for not more than one year.

As used in this Article, "active service in the armed forces of the United States" is defined as and limited to: volunteering or being called into service as a member of the Army, Air Force, Navy or Marine Corps, provided that in the time of peace such service, for the purposes of this Agreement and any military leave of absence issued pursuant to the terms hereof, shall not exceed three years.

ARTICLE XIII

General Conditions

When the Employer decides that an opportunity exists to advance an Employee from one classification to the next higher classification within the bargaining unit, the Employee with the longest seniority in the lower classification shall be moved from the lower classification to the next higher classification if, in the judgment of the Employer, the Employee has the special skills or ability to do the particular work.

ARTICLE XIV

Pension and Other Benefits

All present and future Employees will continue to be covered for pension, hospitalization and group insurance in accordance with the plans presently in existence or as thereafter increased or modified, and Employees upon reaching the age of 69 years will be automatically retired.

ARTICLE XV

Union Security and Check-off of Union Membership Dues

Section 1. The Employer shall employ for the work governed by this Agreement such Employees as it may designate.

Section 2. An Employee who is a member of the Union at the time of the execution of this Agreement shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiating fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3. An Employee who is not a member of the Union at the time this Agreement is executed shall become a member of the Union within 30 days after the execution of this Agreement or in the case of new Employees 30 days after the date of hiring, whichever is later, and shall remain a member of the Union, to the extent of paying an initiating fee and membership dues uniformly required as condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

Section 4. "Member of the Union" as used in this Agreement means any Employee who is a member of the Union and is not more than 60 days in arrears in the payment of membership dues.

Section 5.

(A) During the life of this Agreement the Employer agrees to deduct Union membership dues levied by Local 15B in accordance with the Constitution and By-Laws of the International Union of Operating Engineers from the pay of each Employee who executes or has executed "Authorization for Check-off of Dues" form; provided, however, that the Employer will continue to deduct monthly membership dues from the pay of each Employee for whom it has on file an unrevoked "Authoriza

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A G R E E M E N T

Between

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MEMBERS OF THE GENERAL COANTRACTORS ASSOCIATION OF NEW YORK CITY, NEW YORK, as subscribed below, hereinafter known as the Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 1 5 - C -- affiliated with the A F L -- C I O, Washington, D. C., hereinafter known as the Party of the Second Part

* * * * * * * * * * * * * * * * * * * *

P R E A M B L E

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on HEAVY CONSTRUCTION WORK of Agreements as to terms and conditions of employment, as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

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back. WAGES shall be paid at the EMPLOYER'S

DECLARATION OF PRINCIPLES.

Both Parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in HEAVY CONSTRUCTION WORK, would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following Principles : :

1. That there shall be no limitation as to the amount of work a man shall perform during his working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during working hours.

5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by any members of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLES O F AGREEMENT.

ARTICLE I.

THIS AGREEMENT is entered into this NINTH (9th) DAY O F OCTOBER, 1 9 5 7, by and between MEMBERS of THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and LOCAL UNION NO. 1 5 - C of the INTERNATIONAL UNION OF OPERATING ENGINEERS, Party of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth in the Preamble.

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY ON HEAVY CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized branch of Contracting Work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and inconsideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed : :

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, thirty (30) days after the date of execution of this Agreement, or in the case of new employees, thirty (30) days after the date ofhiring, become Members of the Union and remain Members in good standing in the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. In the event that the Parties of the First Part are unable to obtain workmen, then the Party of the Second Part agrees to use its best efforts to provide sufficient able and efficient workmen in their stead; but if the Union, after forty-eight (48) hours notice so to do (Saturdays, Sundays and Holidays excluded) refuses, or is unable to furnish such able and efficient workmen, then the Party of the First Part shall hire workmen in the open market provided such employees comply with the provisions of Section I of this ARTICLE.

Section 3. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including OCTOBER 8, 1 9 6 0, and during each calendar year thereafter unless on or before the Fifteenth (15th) Day of July, 1 9 6 0, or on or before the Fifteenth (15th) Day of July of any year thereafter, written notice of termination or proposed changes shall have been served by either Party on the other Party.

In the event that written notice shall have been served proposing changes and such changes have been agreed upon, an Agreement supplemental hereto embodying such changes, shall be drawn up and signed by October 9th of the year in which the notice shall have been served.

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees, Members of the Local Union of the Party of the Second Part. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determintion as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established : :

(A). The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution.

SHOULD THIS FAIL ----

(B). The matter will be submitted to an Arbitration Board, composed of tw (2) representatives, not members of the Party of the First Part, and two (2) representatives, not members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C). Should this Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additional member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. AS speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and binding upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional member shall be equallyshared by the Parties to this dispute.

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL - CIO, that the trade in possession of the work proceed with the job and the question in dispute be submitted by the trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the AFL - CIO, the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Party of the Second Part, will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in HEAVY CONSTRUCTION WORK.

ARTICLE VIII.

HEAVY CONSTRUCTION WORK where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

THIS AGREEMENT shall apply to REPAIRING, SERVICING, ASSEMBLYING, MAINTAINING, REBUILDING OF ALL TYPES OF CONTRACTORS' MACHINERY: ALL ACETYLENE AND ELECTRIC WELDING IN CONNECTION THEREWITH: AND THE OPERATING OF ALL HOISTING DEVICES, SUCH AS OVERHEAD CRANES, YARD DERRICKS, PORTABLE CRANES, ETC. LOCATED IN THE EMPLOYER'S PREMISES.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work.

Forty (40) hours shall constitute a week's work.

(b) Each work day (Saturdays, Sundays and Holidays included) shall be compensated for at the rate of not less than Eight (8) hours.

Shop men shall work between the hours of 8:00 A.M. and 5:00 P.M.

ARTICLE IX. (Contd)

Section 1. (Contd)

(c) All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days pay shall be held back. If for any reason the Employer terminates the services of any Member of the Union working under this Agreement, the accrued wages of that Member of the Union shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Member of the Union shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

Section 2. OVERTIME: HOLIDAYS: VACATIONS:

(a) Time and One-Half shall be paid for all work performed in excess of Eight (8) hours on week days, and for the first Eight (8) hours of work on Saturdays.

Double Time shall be paid for all work performed in excess of Eight (8) Hours on Saturday, and for all work performed on Sundays, and Holidays enumerated herein.

(b) HOLIDAYS.

The following Eight (8) Holidays shall be the only Holidays observed in this Agreement --

New Year's Day : Washington's Birthday :

Memorial Day : Fourth of July : Labor Day :

Election Day : Thanksgiving Day and

Christmas Day.

(c) All Employees covered by this Agreement shall receive Eight (8) hours pay at the single time rate for any of the aforesaid Holidays, even if occurring on a Saturday.

If occurring on a Sunday, it shall be observed on the following Monday.

(d) If it is necessary for the Employees covered by this Agreement to work on any of the aforesaid Holidays, compensation shall be only at the double time rate.

ARTICLE IX. (Contd)

Section 2. VACATIONS.
(Contd)

(a) The Employers agree to grant paid vacations to Employees covered by this Agreement as follows ::

1. Employees with eight (8) months service to receive four and one-half (4-1/2) days paid vacation.

2. Employees with ten (10) months service to receive forty (40) hours paid vacation.

3. Employees with one (1) year's service to receive one (1) week vacation.

4. Employees with two (2) years service to receive two weeks paid vacation.

(b) The eligibility on the basis of service, as provided in subdivision (a) of this Section, ,shall be computed annually as of June 30th.

(c) Vacation Pay shall be based on the average number of hours an Employee has been working weekly and shall be computed at the straight time rate. This provision applies only to Employees with service of one (1) year or more.

Section 3. WAGES.

The minimum rate of wages shall be as follows:

	EFFECTIVE				
CLASSIFICATION	10/9/57 4/8/58	4/9/58 10/8/58	10/9/58 4/8/59	4/9/59 10/8/59	10/9/59 4/8/60
CLASS "A" MECHANICS --------	$2.80	$2.90	$3.00	$3.10	$3.25
Repairing: Servicing: Assemblying: Maintaining: Rebuilding of All Types of Contractors' machinery: All Acetylene and Electric Welding in connection therewith, And the Operating of All Hoisting Devices, such as, Overhead Cranes; Yard Derricks; Portable Cranes, etc., located in the Employers' Premises.					
HELPERS ----------	$2.35	$2.45	$2.55	$2.65	$2.80
Unskilled in the use of Tools but lacking experience and skill necessary for the Maintenance, Repair and Rebuilding of Contractors' equipment and generally help CLASS "A" MECHANICS.					
WORKING FOREMEN------	$3.05	$3.15	$3.25	$3.35	$3.50

It is agreed that these increases will be given to all Employees covered by this Agreement regardless of the fact that certain Individual Employees were being paid over the minimum rate of their classification.

ARTICLE IX. (Contd)

Section 4. CONDITIONS.

(a) Any workman, irrespective of classification, shall operate all hoisting devices, such as, overhead cranes, yard derricks, portable cranes, etc., located in the Employers' premises.

(b) All Mechanics and Helpers shall furnish adequate tools for the performance of their work.

(c) Any man who is sent outside of Greater New York and remains away over night shall be paid his traveling expenses which shall include a reasonable amount for his meals and sleeping accommodations.

(d) Any workman who furnishes his own automobile for the performance of his work shall be compensated by his Employer at the rate of ten cents (10¢) per mile for the actual mileage covered.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by any of the Contractors of the Party of the First Part.

Section 3. THIS AGREEMENT shall be executed by both Parties herto and countersigned by the duly authorized Officers of the International Body or Bodies governing the Local Unions constituting the Party of the Second Part.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1957 shall, during the term of this Agreement, pay a sum equal to four per cent (4%) of the total payroll of the Members of the Party of the Second Part employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT WELFARE FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNIONS #14, #15, #15-A and #15-C

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned in the preceding month.

ARTICLE XI. (Contd)

Section 2. PENSION FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1957 shall, during the term of this Agreement, pay a sum equal to four per cent (4%) of the total payroll of the Members of the Party of the Second Part employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL UNIONS #14, #15, #15-A and 15-C

to be administered by Trustees, one-half of whom will be designated by the Union, and one-half by the Employers. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned in the preceding month.

ARTICLE XII.

Any provision of this Agreement whichprovides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provisions of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF,
the Parties hereto have caused these
premises to be signed by their duly
authorized representatives.

For the Party of the Second Part	For the Parties of the First Part
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - - - - - LOCAL UNION #15 - C	IN BEHALF OF, AND AUTHORIZED BY, THE FOLLOWING LISTED MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION
_____ President.	BY _____
_____ Secretary.	Beaver Concrete Breaking Co., Inc.
	Doring, Inc.
_____ Business Delegate.	Collins, Howard, Constn Co., Inc.
	Del Balso Construction Corp.

For the Party of the Second Part

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, WASHINGTON, D. C. HEREWITH APPROVES OF THE JURISDICTION, TERMS AND CONDITIONS EMBRACED BY THIS AGREEMENT

BY /s/
Eastern District Representative

BY _____
PRESIDENT
THE INTERNATIONAL UNION
OF OPERATING ENGINEERS.

For the Parties of the First Part

Edenwald Contracting Co., Inc.

Fehlhaber Corporation

Gull Contracting Co., Inc.

Horn Construction Co., Inc.

L & J Concrete Corporation

Mascali, Frank, & Sons, Inc.

Parisi, M., & Sons, Inc.

Poirier & McLane Corporation

Rusciano & Son Corp.

Sicilian Asphalt Paving Company, The

Slattery Contracting Co., Inc.

Spencer, White & Prentis, Inc.

Tufano Contracting Corporation

Tully & DiNapoli, Inc.

Turecamo, B., Contracting Co., Inc.

Vachris, Charles F., Inc.

Yonkers Contracting Company, Inc.

NOTICE

CONFIDENTIAL APPROVAL

This contract is approved by the Office of the General President as to form only as provided in the Constitution. All financial liability for violations of this contract is limited solely to the responsibility of the Local Union involved and not assumed by any other subdivision or Federal Officer of the International Union. This conditional approval forms part of this Contract.

/s/
GENERAL PRESIDENT, IUOE

Dated October 3, , 1948

[RETYPED FOR APPENDIX]

AGREEMENT Between

MEMBERS OF THE GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK CITY, NEW YORK
as subscribed below, hereinafter known as the
Party of the First Part

And

THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 15-C
affiliated with the AFL -- CIO,
Washington, D. C., hereinafter known,
as the Party of the Second Part.

* * * * * * * *

PREAMBLE

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on HEAVY CONSTRUCTION WORK of Agreements as to terms and conditions of employment, as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

[RETYPED FOR APPENDIX]

DECLARATION OF PRINCIPLES

Both parties to this Agreement believe that a Uniform Agreement, adopted by the Employers and all Unions engaged in HEAVY CONSTRUCTION WORK, would further the interests of the Industry, and further believe that such a Uniform Agreement should contain the following Principles:

1. That there shall be limitations as to the amount of work a man shall perform during his working day, it being understood that the workman shall perform a fair and honest days's work.
2. That there shall be no restriction of the use of machinery, tools or applicances.
3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.
4. That no person shall have the right to interfere with workmen during working hours.
5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.
6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by any members of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLES OF AGREMENT

ARTICLE I.

ThIS AGREEMENT is entered into this NINTH (9th) DAY OF OCTOBER, 1960, by and between MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #15-C, Party of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth in the Preamble.

[RETYPED FOR APPENDIX]

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY on HEAVY CONSTRUCTION WORK, ashereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized branch of contracting work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed:

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work liasted in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment seven (7) days after the date of execution of this Agreement, or in the case of new employees, seven days (7) after the date of hiring, become Members in good standing in the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workman, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including:

OCTOBER 8, 1963

[RETYPED FOR APPENDIX]

ARTICLE VI.

Section 1. It is hereby agreed that no question of dispute which may arise from any of the Parties herein, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees covered by this Agreement. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established:

(A) The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution. SHOULD THIS FAIL - - -

(B) The matter will be submitted to an Arbitration Board, composed of two (2) representatives, not Members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C) Should this Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additional Member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and binding upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional Member shall be equally shared by the Parties to this dispute.

[RETYPED FOR APPENDIX]

ARTICLE VII.

Section 1. It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work in trades affiliated with the AFL-CIO, that the trade in possession of the work proceed with the job and the question in dispute be submitted by the trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Party of the Second Part, will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employeed in HEAVY CONSTRUCTION WORK.

ARTICLE VII.

HEAVY CONSTRUCTION WORK where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

THIS AGREEMENT shall apply to REPAIRING, SERVICING, ASSEMBLING, MAINTAINING, REBUILDING OF ALL TYPES OF CONTRACTORS' MACHINERY: ALL ACETYLENE AND ELECTRIC WELDING IN CONNECTION THEREWITH: AND THE OPERATING OF ALL HOISTING DEVICES, SUCH AS OVERHEAD CRANES, YARD DERICKS, PORTABLE CRANES, ETC. LOCATED IN THE EMPLOYERS PREMISES.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

(b) Each work day (Saturdays, Sundays and Holidays included) shall be compensated for at the rate of not less than Eight (8) hours.

Shop men shall work between the hours of 8:00 a.m. and 5:00 p.m.

[RETYPED FOR APPENDIX]

(c) All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days' pay shall be held back. WAGES shall be paid at the EMPLOYER'S OPTION EITHER IN CASH OR BY CHECK, provided--

(1) The check is a Todd Insured ABC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at least on the day preceeding a banking day.

(2) The Employer has complied with the provisions of ARTICLE XII relating to bonding.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer then his Employer may retain his wages until the next regular pay day.

Section 2. OVERTIME: HOLIDAYS: VACATIONS:

(a) Time and One half shall be paid for all work performed in excess of Eight (8) hours on week days, and for the first Eight (8) hours of work on Saturdays.
Doubletime shall be paid for all work performed in excess of Eight (8) Hours on Saturday, and for all work performed on Sundays, and Holidays enumerated herein.

(b) HOLIDAYS
The following Eight (8) Holidays shall be the only Holidays observed in this Agreement --
New Year's Day : Washington's Birthday:
Memorial Day: Fourth of July: Labor Day
Election Day: Thanksgiving Day and
Christmas Day.

(c) All Employees covered by this Agreement shall receive Eight (8) Hours pay at the single time rate for any of the aforesaid Holidays, even if occuring on a Saturday.
If occurring on a Sunday, it shall be observed on the following Monday.

[RETYPED FOR APPENDIX]

Section 2.(Contd)

(d) If it is necessary for the Employees covered by this Agreement to work on any of the aforesaid Holidays, compensation shall be only at the double time rate.

VACATIONS

(e) The Employers agree to grant paid vacations to Employees covered by this Agreement as follows:

(1) Employees with Eight (8) Months service to receive four and one-half (4-1/2) days paid vacation.

(2) Employees with ten (10) months service to receive one (1) week vacation.

(3) Employees with one (1) year's service to receive one week (1) vacation.

(4) Employees with two (2) years service to receive two weeks paid vacation.

(f) The eligibility on the basis of service, as provided in subdivision (e) of this Section, shall be computed annually as of June 30th.

(g) Vacation Pay shall be based on the average number of hours an Employee has been working weekly and shall be computed at the straight time rate. This provision applies only to Employees with service of one (1) year or more.

Section 3. WAGES.

The Minimum rate of wages shall be as follows:

	EFFECTIVE				
CLASSIFICATION	10/9/60 4/8/71	4/9/61 10/8/61	10/9/61 4/8/62	4/9/62 10/8/62	10/9/62 10/8/63
CLASS "A" MECHANICS	$3.40	$3.50	$3.60	$3.70	$3.85
Repairing: Servicing: Assembling; Maintaining: Rebuilding of All Types of Contractors' machinery: All Acetylene and Electric Welding in connection therewith, and the Operating of All Hoisting Devices, such as, Overhead Cranes: Yard Derricks: Portable Cranes, etc., located in the Employers' Premises.					
HELPERS	$2.95	$3.05	$3.15	$3.25	$3.40
Unskilled in the use of Tools but lacking in experience and skill necessary for the Maintenance, Repair and Rebuilding of Contractors' Equipment and generally help CLASS "A" MECHANICS.					
WORKING FOREMEN	$3.65	$3.75	$3.85	$3.95	$4.10

[RETYPED FOR APPENDIX]

Section 3. WAGES (Contd)

It is agreed that these increases will be given to all Employees covered by this Agreement regardless of the fact that certain individual Employees were being paid over the minimum rate of their classification.

Section 4. CONDITIONS.

(a) Any workman, irrespective of classification, shall operate all hoisting devices, such as, overhead cranes, yard derricks, portable cranes, etc., located in the Employers' premises.

(b) All Mechanics and Helpers shall furnish adequate tools for the performance of their work.

(c) Any man who is sent outside of Greater New York and remains away over night shall be paid his traveling expenses which shall include a reasonable amount for his meals and sleeping accommodations.

(d) Any workman who furnishes his own automobile for the performance of his work shall be compensated by his Employer at the rate of ten cents (10) per mile for the actual mileage covered.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions is based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by any of the Contractors of the Party of the First Part.

Section 3. THIS AGREEMENT shall be executed by both Parties hereto and countersigned by the duly authorized Officers of the International Body or Bodies governing the Local Unions constituting the Party of the Second Part.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of October 9, 1960 shall, during the term of this agreement, pay a sum equal to Four Per Cent (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

[RETYPED FOR APPENDIX]

JOINT WELFARE FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL UNION 15-C

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide without further contribution from either the Employer or the Employees, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 2. PENSION FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of October 9, 1960 shall, during the term of this Agreement, pay a sum equal to Four Per Cent (4%) of the Pay Roll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL UNION #15-C

to be administered by Trustees, one-half of whom will be designated by the Union and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each Month on wages earned in the preceeding month.

Every present and future salaried regular employee of the Union and of the Welfare Fund and of the Pension Fund may participate in the benefits provided herein for employees of each of the Parties of the First Part for whose benefit the aforementioned contributions are made to the Welfare Fund and of the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of the Union of the Welfare Fund and of the Pension Fund by the respective employers of said employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Collective Bargaining Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Union #15-C.

Coverage for the employees of the Joint Welfare Fund and Joint Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

ARTICLE XII.

Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective funds. Bonds

[RETYPED FOR APPENDIX]

shall be in the following amounts:

An Employer Employing one to ten men	$5,000
An Employer Employing more than ten men	$10,000

with the exception that under unusual circumstances the amount of the SURETY BOND may be increased to $25,000 when required by Trustees of the Funds.

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in ARTICLE XI of this Agreement and reasonable notice of such default is given to the employer, the Union may remove its members from the work of such Employer. If such men who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows.

The stipulated percentage shall be applied only to the straight time wage rate.

It is further agreed that no contribution shall be required on the premium portion of wages.

ARTICLE XIII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provisions of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF
the Parties hereto have
caused these premises to
be signed by their duly
authorized representatives.

[RETYPED FOR APPENDIX]

[RETYPED FOR APPENDIX]

For the Party of the Second Part

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS-------
LOCAL UNION 15-C

PRESIDENT

Secretary

Business Delegate

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
WASHINGTON, D.C., HEREWITH
APPROVES OF THE JURISDICTION
TERMS AND CONDITIONS EMBRACED
BY THIS AGREEMENT.

BY---
Regional Director
Region No. 1

BY---
PRESIDENT

THE INTERNATIONAL UNION
OF OPERATING ENGINEERS.

For the Parties of the First Part

IN BEHALF OF, AND AUTHORIZED
BY THE FOLLOWING LISTED
MEMBERS OF THE GENERAL
CONTRACTORS ASSOCIATION

BY---

Beaver Concrete Breaking Co., Inc.
Boring, Inc.
Columbia Asphalt Corp.
Crimmins, Thomas Contracting Co.
Del Balso Construction Corp.
Delma Engineering Corp.
Edenwald Contracting Co.
Fehlhaber Corp.
Grace, Anthony & Sons, Inc.
Gull Contracting Co., Inc.
H. & P. Excavation & Foundation Co.
Hallen Construction Co., Inc., The
Horn Construction Co., Inc.
L. & J. Concrete Corp.
Mascali, Frank, & Sons, Inc.
Miller, I.B., Contracting Corp.
Parisi, M., & Sons, Inc.
Poirier & McLane Corp.
Rusciano & Sons Corp.
Sicilian Asphalt Paving Company, The
Slattery Contracting Co., Inc.
Spencer, White & Prentis, Inc.
Stock Construction Corp.
Tufano Contracting Corp.
Tully Di Napoli, Inc.
Turecamo, B., Contracting Co., Inc.
Vachris, Charles F., Inc.
Vanbro Construction Corp.
Yonkers Contracting Company, Inc.

AGREEMENT

between

Members of the General Contractors Association of New York, New York

as subscribed below, hereinafter known as the
Party of the First Part

and

The International Union of Operating Engineers

Local Union #15-C

affiliated with the AFL-CIO
Washington, D.C.

hereinafter known as the
Party of the Second Part

1966 - 1969

Plaintiff
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
49C

PREAMBLE

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on HEAVY CONSTRUCTION WORK of Agreements as to terms and conditions of employment, as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

DECLARATION OF PRINCIPLES

Both parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in HEAVY

CONSTRUCTION WORK, would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following Principles:

1. That there shall be no limitations as to the amount of work a man shall perform during his working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during working hours.

5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.

6. The Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by any Members of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLES OF AGREEMENT

ARTICLE I.

THIS AGREEMENT is entered into as of the NINTH (9th) DAY OF OCTOBER, 1966, by and between MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, N. Y., who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and the INTERNATIONAL UNION OF OPERATING ENGINEERS—LOCAL #15-C, Party of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth in the Preamble.

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part

in NEW YORK CITY on HEAVY CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized branch of CONTRACTING WORK separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed:

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become Members in good standing in the Union during the term of this Agreement. Such employment shall be under the terms,

conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including OCTOBER 8, 1968, and during each year thereafter unless on or before the Fifteenth (15th) Day of June, 1969, or on or before the Fifteenth (15th) Day of June of any year thereafter, written notice of termination or proposed changes shall have been served by either Party on the other Party.

In the event that written notice shall have been served, an Agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by October 8th of the year in which the notice shall have been served.

ARTICLE VI.

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work

stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees covered by this Agreement. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established:

(A) The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution.

SHOULD THIS FAIL . . .

(B) The matter will be submitted to an Arbitration Board, composed of two (2)

representatives, not Members of the Party of the First Part, and two (2) representatives, not Members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C) Should this Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additional Member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and binding upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute

shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional Member shall be equally shared by the Parties to this dispute.

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, that the trade in possession of the work proceed with the job and the question in dispute be submitted by the trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Party of the Second Part, will carry out this Agreement in all details, regardless of whatever conditions and wages exist for Members of any other Local Union, whether or not employed in HEAVY CONSTRUCTION WORK.

ARTICLE VIII.

HEAVY CONSTRUCTION WORK, where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

THIS AGREEMENT shall apply to REPAIRING, SERVICING, ASSEMBLING, MAINTAINING, REBUILDING OF ALL TYPES OF CONTRACTORS' MACHINERY: ALL ACETYLENE AND ELECTRIC WELDING IN CONNECTION THEREWITH: AND THE OPERATING OF ALL HOISTING DEVICES, SUCH AS OVERHEAD CRANES, YARD DERRICKS, PORTABLE CRANES, ETC. LOCATED IN THE EMPLOYER'S PREMISES.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work.

Forty (40) hours shall constitute a week's work.

(b) Each work day (Saturdays, Sundays and Holidays included) shall be compensated for at the rate of not less than Eight (8) Hours.

Shop men shall work between the hours of 8:00 A.M. and 5:00 P.M.

(c) All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days' pay shall be held back. WAGES shall be paid at the EMPLOYER'S OPTION EITHER IN CASH OR BY CHECK, provided . . .

(1) The check is a Todd Insured ABC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at least on the day preceding a banking day.

(2) The Employer has complied with the provisions of ARTICLE XII relating to bonding.

If, for any reason, the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer then his Employer may retain his wages until the next regular pay day.

Section 2. OVERTIME, HOLIDAYS, VACATIONS

(a) Time and One-half shall be paid for all work performed in excess of eight (8) hours on week days, and for the first eight (8) hours of work on Saturdays. Double Time shall be paid for all work performed in excess of eight (8) hours on Saturdays, and for all work performed on Sundays, and Holidays enumerated herein.

(b) HOLIDAYS

The following Nine (9) Holidays shall be the ONLY Holidays observed in this Agreement: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Election Day, Columbus Day, Thanksgiving Day and Christmas Day.

(c) All Employees covered by this Agreement shall receive eight (8) hours pay at the Single Time rate for any of the aforesaid Holidays, even if occurring on a SATURDAY.

If occurring on a Sunday, it shall be observed on the following Monday.

(d) If it is necessary for the Employees covered by this Agreement to work on any of the aforesaid Holidays, compensation shall be ONLY at the double time rate.

(e) VACATIONS

The Employers agree to grant paid vacations to Employees covered by this Agreement as follows:

½ Day per month up to 7 months employment.

8 months service—4½ Days Vacation.

10 months service—40 Hours Vacation.

1 year service—1 Week Vacation.

14 months—6 Days.

16 months—7 Days.

18 months—8 Days.

20 months—9 Days.

22 months—10 Days.

2 years service—2½ Weeks.

(f) The eligibility on the basis of service, as provided in sub-division (4) of this Section, shall be computed annually as of June 30th.

(g) Vacation Pay shall be based on the average number of hours an Employee has been working weekly and shall be computed at the straight time rate. The provision applies only to Employees with service of one year (1) or more.

Section 3. WAGES

The minimum rate of wages shall be as follows:

Classifications	Per Hr. 10-9-66	Per Hr. 4-9-67	Effective Per Hr. 10-9-67	Per Hr. 4-9-68	10-9-68 Per Hr. 10-8-69
CLASS "A" MECHANICS Repairing, Servicing, Assembling, Maintaining, Rebuilding of all Types of Contractors' Machinery, All Acetylene and Electric Welding in Connection Therewith, and the Operating of all Hoisting Devices, such as, Overhead Cranes, Yard Derricks, Portable Cranes, etc., located in the Employers' Premises.	$4.70	$4.80	$4.90	$5.00	$5.20
HELPERS ..... Unskilled In the Use of Tools but Lacking in Experience and Skill Necessary for the Maintenance, Repair and Rebuilding of Contractors' Equipment, and Generally, Help CLASS "A" MECHANICS.	$4.25	$4.35	$4.45	$4.55	$4.75
WORKING FOREMEN	$4.96	$5.06	$5.16	$5.25	$5.45

It is agreed that these increases will be given to all Employees covered by this Agreement regardless of the fact that certain Individual Employees were being paid over the minimum rate of their classification.

Section 4. CONDITIONS

(a) Any workman, irrespective of classification, shall operate all hoisting devices, such as, overhead cranes, yard derricks, portable cranes, etc., located in the Employers' premises.

(b) All Mechanics and Helpers shall furnish adequate tools for the performance of their work.

(c) Any man who is sent outside of Greater New York and remains away overnight shall be paid his travelling expenses which shall include a reasonable amount for his meals and sleeping accommodations.

(d) Any workman who furnishes his own automobile for the performance of his work shall be compensated by his Employer at the rate of fifteen cents (15¢) per mile for the actual mileage covered.

(e) All layoffs for lack of work will be based on length of service with the Employer where the Senior Man has the ability and experience to perform the available work. If there is disagreement after full discussion between the Employer and the Union on any layoff,

the question shall be submitted to an Arbitrator to be appointed by the American Arbitration Society. The compensation of the Arbitrator shall be shared by the Employer and the Union.

(a) There will be a Shop Steward who will be appointed from among the Employees of the Employer, by the Union or its representatives, to attend the interests of the Union; for the performance of such duties the Employer allow a reasonable amount of time.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions is based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by the Party of the First Part.

Section 3. THIS AGREEMENT shall be executed by both Parties hereto and countersigned by the duly authorized Officers of the International Body or Bodies governing the Local Unions constituting the Party of the Second Part.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION. Each of the Parties of the First Part beginning as of October 9, 1966 shall, during the term of this Agreement, pay a sum equal to Four Per Cent (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT WELFARE FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS — LOCAL UNION #15-C

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 2. PENSION FUND CONTRIBUTION. Each of the Parties of the First Part beginning as of October 9, 1966 to and including October 8, 1969, shall pay a sum equal to SIX PER CENT (6%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional ter-

ritory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS — LOCAL UNION #15-C

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each month on the wages earned in the preceding month.

Section 3. Every present and future salaried regular Employee of the Union and of the Welfare Fund and of the Pension Fund may participate in the benefits provided herein for Employees of each of the Parties of the First Part for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said Employees of the Union and of the Welfare Fund and of the Pension Fund by the respective Employers of said Employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Collective Bargaining Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New

York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Union #15.

Coverage for the Employees of the Joint Welfare Fund and Joint Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

ARTICLE XII.

Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective funds. Bond shall be in the following amounts:

An Employer employing 1 to 25 men	$10,000.
An Employer employing 26 to 50 men	$15,000.
An Employer employing more than 51 men	$25,000.

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in ARTICLE XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove its Members from the work of such Employer. If such men who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows:

The stipulated percentage shall be applied only to the Straight Time Wage Rate.

It is further agreed that no contribution shall be required on the Premium Portion of Wages.

ARTICLE XIII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provision of this Agreement shall be declared to be in violation of the law, the remaining provisions of this Agreement shall continue in full force and effect.

In witness whereof, the Parties hereto have caused these presents to be signed by their duly authorized representatives.

AGREEMENT

between

Members of the General Contractors Association of New York, New York

and

The International Union of Operating Engineers

Local Union #15-C

affiliated with the AFL-CIO
Washington, D.C.

1969 - 1972

285

USA 33s - 475
(ED. 4-23-71)

Plaintiff

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

49

FPI-MI—4-8-74-30M-2001

AGREEMENT made this 1st day of July 1969 by and between the Members of The General Contractors Association of New York, Inc. (hereinafter "G.C.A.") who are signatories to this Agreement (hereinafter "Employer") and the International Union of Operating Engineers, Local Union 15-C, AFL-CIO (hereinafter "Union").

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Purposes — Declaration of Principles

Section 1. Purposes

The purposes for which this Agreement is entered into are as follows:

(a) prevent strikes and lockouts;

(b) facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union;

(c) prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer, and Union, and the loss of wages to the Employee;

(d) enable the Employer to secure at all times sufficient forces of skilled workmen;

(e) provide as far as possible for the continuous employment of labor;

(f) provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon;

(g) bring about stable conditions in the Industry;

(h) keep costs of work in the Heavy Construction Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;

(i) continue the custom and practice heretofore prevailing for many years on heavy construction work, of agreement as to the terms and conditions of employment, and as to the necessary procedure for amicable adjustment of all disputes or questions that may arise.

Section 2. Declaration of Principles

Both parties to this Agreement acknowledge that this Agreement is the uniform agreement for the Heavy Construction Industry and its execution will further the interests of said Industry. This Agreement will be interpreted under the following principles:

(a) that there shall be no limitations as to the amount of work an Employee shall perform during his working day, it being understood that said Employee shall perform a fair and honest day's work, within the limits of safety;

(b) that there shall be no restriction on the use of machinery, tools or appliances, within the limits of safety;

(c) that there shall be no restriction on the use of any raw or manufactured materials, except prison-made;

(d) that no person shall have the right to interfere with Employees or workmen during the working hours;

(e) that Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages agreed upon as hereinafter set forth in this Agreement;

(f) that Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by an Employee is, or is not, satisfactory;

(g) that G.C.A., Employer and the Union agree that they have not, and will not discriminate because of race, creed, color, or nationality against any individual. In furtherance of these efforts, the parties agree to fully participate in the program of the New York Building and Construction Industry Board of Urban Affairs Fund.

Section 3. Completeness of Agreement

It is understood that the Purposes and Declaration of Principles, herein set forth, are a part of this Agreement and said Purposes and Principles govern all parties hereto in the performance thereof and shall be complied

with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform and to comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

ARTICLE II

Jurisdiction

This Agreement covers work performed by the Employer in New York City on Heavy Construction Work, as hereinafter defined in Article VIII.

If the Employer engages in any class of work not embodied in Heavy Construction Work, as hereinafter defined, both parties shall comply with all of the Union conditions then existing in that class of work.

ARTICLE III

Union Security — Union Visitation

Section 1. Union Security

The Employer shall employ for the work under its contract to be governed by this Agreement as provided in Article II, for the classifications of work listed in Article IX hereof, such Employees as it may designate, providing said Employees shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the

case of new Employees, seven (7) days after the date of hiring, become Members in good standing of the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all parties to this Agreement.

Section 2. Union Visitation

Authorized representatives of the Union shall be allowed to visit jobs, and interview the Employer and Employees covered by this Agreement, but shall in no way interfere with or hinder the progress of the work.

ARTICLE IV

Term — Renewal

This Agreement shall continue in effect until and including October 8, 1972, and during each year thereafter unless on or before the fifteenth (15th) day of June 1972, or on or before the fifteenth (15th) day of June of any year thereafter, written notice of termination or proposed changes shall have been served by either party on the other party.

In the event that written notice shall have been served, an agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by October 8th of the year in which the notice shall have been served.

ARTICLE V

Disputes

Section 1. No Lockout, Strike, Work Stoppage

It is hereby agreed that no question or dispute or breach of this Agreement which may be caused by any of the parties hereto, shall be the occasion for or cause of any lockout, strike or work stoppage. The Employer expressly agrees that it will not lockout its Employees covered by this Agreement. The Union expressly agrees not to strike or in any manner stop or hinder work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both parties agreeing to settle any question or dispute that may arise from any of the parties hereto by submitting same for determination as herein provided, with the express agreement that the parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. Procedures of Grievance — Arbitration

For the purpose of settling disputes between the parties hereto as to any claims of violation of this Agreement, or of any dispute or breach that may arise in connection therewith, or for construing the terms and provisions thereof, the following procedure is established:

(a) the matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of the G.C.A., who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution. If the matter is not resolved thereby, then;

(b) the matter will be submitted to an Arbitration Board, composed of two (2) representatives, not employed by the Employer, and two (2) other representatives, not employed by the Union. This Board shall meet within three (3) days of the submission to it of the dispute by either party and both parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. Said Board shall make its decision as speedily as possible thereafter;

(c) should the Arbitration Board of four (4) fail to reach a decision, they shall select an additional Member, not identified with the Construction Industry, or with Labor. If such selection is not made within a reasonable time, the additional Member will be designated by the Chairman of the New York State Mediation Board. This five-member Arbitration Board shall render its decision as speedily as possible thereafter.

Section 3. Finality of Decision

A decision made under any one of the above procedures in Section 2 (a), (b), and (c) shall

be final and binding upon all parties. This decision will be by majority vote and it shall become part of this Agreement from the date the decision is rendered.

Section 4. Status Quo

Until a decision shall have been rendered, neither party shall take any action of any character as to the complaint, statement or matter in question.

Section 5. Expenses

The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever party they represent. The expenses and salary, if any, of the additional Member shall be shared equally by the parties.

ARTICLE VI

Jurisdictional Disputes

Section 1. No Work Stoppage

It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the trades to the Board Authorized for Settlement of Jurisdictional Disputes for decision.

Section 2. Termination of Employment During Work Stoppage

In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Employer may pay off its Em-

ployees at the end of the work day on which the stoppage occurs, and will not have to pay these Employees for any time during the period of the work stoppage.

ARTICLE VII

Other Union Agreements

It is agreed that the Union will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in Heavy Construction Work.

ARTICLE VIII

Heavy Construction Work — Employees Covered

Section 1. Heavy Construction Work

Heavy Construction Work where referred to in this Agreement, is hereby defined as the Construction of Engineering Structures and Building Foundations, exclusive of the Erection of Buildings, since this latter work is agreed to be a separate and distinct branch of the Construction Industry.

Section 2. Employees Covered

This Agreement is applicable to qualified Employees who:

(a) repair, service, assembly, maintain and rebuild all types of contractors' machinery, including but not limited to the

performance of acetylene and electric welding in connection therewith;

(b) operate only at an Employer's premises all hoisting devices, such as overhead cranes, yard derricks, portable cranes and similar equipment.

ARTICLE IX

Wages and Conditions

Section 1. Hours of Work

Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

Each work day (Saturdays, Sundays and Holidays included) shall be compensated for at the rate of not less than eight (8) hours.

Employees shall work between the hours of 8:00 A.M. and 5:00 P.M.

Section 2. Payment of Wages

All wages payable under this Agreement shall become due and be paid on the job every week and not more than three (3) days' pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check, provided:

(a) the check is a Todd Insured ABC System Payroll Check or a similar type of check, and the delivery of the checks shall be made at least one (1) day preceding a banking day;

(b) the Employer has complied with the provisions of Article XII relating to Bonding.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If said Employee shall of his own volition, leave the services of his Employer, then the Employer may retain his wages until the next regular pay day.

Section 3. Overtime

Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week, and for the first eight (8) hours of work on Saturday.

Double time shall be paid for all work in excess of eight (8) hours on Saturday, and for all work performed on Sundays and holidays.

Section 4. Holidays

The following eleven (11) Holidays shall be the only Holidays observed in this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
	Armistice Day (Veterans' Day)
Memorial Day (Decoration Day)	Thanksgiving Day
Independence Day (4th of July)	Christmas Day

All Employees covered by this Agreement shall receive eight (8) hours' pay at the single

time rate for any of the above-mentioned Holidays even if occurring on a Saturday. If an above-mentioned Holidays occurs on a Sunday, it shall be observed on the following Monday.

If the above-mentioned Holidays occurs on a Saturday, Employees shall not perform any work on said Saturday without prior permission of the Union Business Representative being rendered to the Employer and such permission shall not be unreasonably denied.

If it is necessary for the Employees covered by this Agreement to work on any of the above-mentioned Holidays, compensation shall be only at the double time rate.

Section 5. Vacations

The Employer agrees to grant paid vacations to Employees covered by this Agreement, as follows:

1 month up to and including 7 months of employment — 1/2 day each month
8 months of employment — 4-1/2 days
10 months of employment — 40 hours
12 months of employment — 1 week
14 months of employment — 6 days
16 months of employment — 7 days
18 months of employment — 8 days
20 months of employment — 9 days
22 months of employment — 10 days
24 months of employment — 3 weeks

Three (3) weeks of vacation may be taken

consecutively provided it does not disrupt the normal operations of the Employer.

The amount of vacation that an Employee shall receive shall be based upon his date of employment with his Employer, and shall be computed annually as of June 30th.

Vacation Pay shall be based on the average number of hours an Employee has been working weekly and shall be computed at the straight time rate. This provision applies only to Employees with service of twelve (12) months or more.

Employees shall receive accrued vacations at layoff or discharge. If an Employee voluntarily leaves his employment during the July 1st through June 30th period used for vacation computation, he shall not receive any accrued vacation.

Section 6. Wages.

The minimum rate of wages to be paid to Employees covered by this Agreement shall be as follows:

Class A Mechanic

Repairing, servicing, assembling, maintaining and rebuilding of all types of contractors' machinery, and the performance of all acetylene and electric welding in connection therewith. The operation of all hoisting devices such as overhead cranes, yard derricks, portable cranes, and similar equipment located on the Employer's premises.

Effective Date	10/9/69	4/9/70	10/9/70	4/9/71	10/9/71 10/3/72
Hourly	$5.33	$5.64	$5.93	$6.41	$7.23

Helper:

Unskilled in the complete use of tools, and lacking in sufficient experience and skill necessary to repair and rebuild contractors' equipment. Their duties are to generally aid and help Cass A Mechanics.

Effective Date	10/9/69	4/9/70	10/9/70	4/9/71	10/9/71 10/8/72
Hourly	$4.86	$5.14	$5.40	$5.84	$6.63

Working Foreman:

Effective Date	10/9/69	4/9/70	10/9/70	4/9/71	10/9/71 10/8/72
Hourly	$5.53	$5.89	$6.18	$6.66	$7.53

It is agreed that the Union may reduce the wage rate set forth above for the period of October 9, 1971, through October 8, 1972, and reallocate the amount of said reduced wage rate into fringe benefits, after notifying in writing G. C. A. sixty (60) days before said reallocation is to become effective.

It is agreed that the amount of wage increases set forth in this Agreement, and as between this Agreement and the prior Agreement between the parties, will be given to all Employees covered by this Agreement regardless of the fact that certain individual Employees are being paid over the minimum rate of their classification.

Section 7. Conditions

(a) Any Employee, irrespective of classification, shall operate all hoisting devices, such as overhead cranes, yard derricks, portable cranes and similar equipment, located at an Employer's premises.

(b) All Employees shall furnish adequate tools for the performance of their work.

(c) Any Employee who is sent outside of Greater New York and remains away over night shall be paid his travelling expenses which shall include a reasonable amount for his meals and sleeping accommodations.

(d) Any Employee who furnishes his own automobile for the performance of his work shall be compensated by the Employer at the rate of twenty cents (20¢) per mile for the actual mileage covered.

(e) All layoffs resulting from lack of work will be based on length of employment with the Employer; provided the senior Employee has the ability and experience to perform the available work. If there is disagreement after full discussion between the Employer and the Union on any layoffs, the question shall be submitted and processed under Article V herein.

(f) There will be a Shop Steward who will be appointed from among the Employees by the Union or its representatives, to attend the interests of the Union. The Employer shall allow a reasonable amount of time to the Shop Steward for the performance of said duties.

(g) Employees at their sole option and expense may provide for themselves

insurance covering all risks of direct physical loss of, or damage to, their tools from any external cause. The Employer will cooperate in any reasonable manner with the Employee's Insurance Carrier, if said insurance is provided.

(h) If an Employee covered by this Agreement shall actually work over four (4) hours, exclusive of travel time, outside a shop, on one field construction job, in the course of a day, he shall be paid the Local 15, I.U.O.E. Maintenance Engineer rate only for that day. This provision shall not apply to asphalt paving work in city streets.

ARTICLE X
Intent of Agreement

Section 1. Spirit of Agreement

This Agreement and all of its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the principles or intent of this Agreement.

Section 2. Binding Subcontractors and Other Firms

The terms, covenants and conditions of this Agreement shall be binding upon all Subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employer.

The Employer stipulates that any firm engaging in Heavy Construction Work in which it has or acquires a financial interest, shall be bound by all of the terms and conditions of this Agreement.

Section 3. Execution of Agreement

This Agreement shall be executed by both parties hereto and countersigned by the duly authorized officers of the International body or bodies governing the Local Union.

ARTICLE XI
Fringe Benefit Funds

Section 1. Welfare Fund Contribution

Commencing October 9, 1969 and continuing through October 8, 1972, the Employer agrees to pay a sum equal to five (5%) per cent of the straight time payroll of the Employees covered under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Welfare Fund of the International Union of Operating Engineers, Locals 14, 14-B, 15, 15-A, 15-C, 15-D (hereinafter "Welfare Fund"), to be administered by trustees, one half of whom shall be designated by the Union and one-half by the Employer. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the New York State Disability Benefits Law. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned during the preceding month.

Section 2. Pension Fund Contribution

Commencing as of October 9, 1969 and continuing through October 8, 1972, the Employer agrees to pay a sum equal to five (5%) per cent of the straight time payroll of the Employees working under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Pension Fund of the International Union of Operating Engineers Local Unions 14, 14-B, 15, 15-A, 15-C, 15-D (hereinafter "Pension Fund") to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the fifteenth (15th) day of each month on the wages earned during the preceding month.

Section 3. Computation and Additional Coverage

(a) **Computation of Welfare and Pension Fund Contributions**

Contributions for the Welfare and Pension Funds as provided for herein shall be at the stipulated percentage applied only to the straight time payroll of each Employee, and no contribution shall be made on the premium portion of double time or overtime of the payroll, or on the contributions to the New York Building and Industry Board of Urban Affairs Fund, and Heavy Construction Industry Promotion Fund as provided for in this Article XI, Sections 5 and 6.

(b) **Coverage of Additional Employees Under the Welfare and Pension Funds**

Every present and future salaried regular employee of the Union, Welfare Fund, Pension Fund, Vacation Fund and Apprentice Fund (as provided for in the Agreement between members of the G.C.A. and Locals 14, 15, 15-A of the International Union of Operating Engineers, AFL-CIO), may participate in the benefits provided herein for Employees of the Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said Employees of the Union, Welfare Fund, Pension Fund, or Vacation Fund and Apprentice Fund, by the respective Employers of said Employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Agreement, whichever is lower. The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by the Unions.

Coverage for the Employees of the Welfare Fund and Pension Fund may

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indicated in the records of the respective Funds without actual payment of contributions on their behalf having been made.

Section 4. Interest, Costs, Liquidated Damages

If an Employer fails to pay contributions as provided for in Sections 1 and 2 of this Article XI when due, said Employer may be required to pay on any amount adjudged due and unpaid:

(a) annual interest at six (6%) per cent;

(b) attorney's fees for commencing and prosecuting a proceeding at law or in equity, including insolvency proceedings but not to exceed one thousand ($1,000.00) dollars, or five (5%) per cent of any amount adjudged due and unpaid, whichever sum is greater.

(c) liquidated damages in the amount of ten (10%) per cent.

Section 5. New York Building and Construction Industry Board of Urban Affairs Fund

Commencing July 1, 1969, every Employer covered by this Agreement shall contribute one cent (1c) per hour for every hour worked by the Employees to the New York Building and Construction Industry Board of Urban Affairs Fund.

Each Employer shall be bound by all the terms and conditions of the Agreement and

Declaration of Trust of the New York Building and Construction Industry Board of Urban Affairs Fund and by all By-Laws adopted to regulate said Fund.

Section 6 — Heavy Construction Industry Promotion Fund

Commencing January 1, 1970, every Employer covered by this Agreement shall contribute one cent (1c) per hour for every hour worked by the Employees to the Heavy Construction Industry Promotion Fund.

Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Heavy Construction Industry Promotion Fund and by all By-Laws adopted to regulate said Fund.

ARTICLE XII

Surety Bond

Every Employer covered by this Agreement shall provide a Surety Bond to guarantee payment of contributions to the Funds as provided for in Article XI, Sections 1, 2, 4 and 5. Said Surety Bond shall be in the following amounts:

an Employer employing 1 to 25 Employees $10,000

an Employer employing 26 to 50 Employees $15,000

an Employer employing more than 51 Employees $25,000

ARTICLE XIII

Work Stoppage for Default in Welfare & Pension Contributions

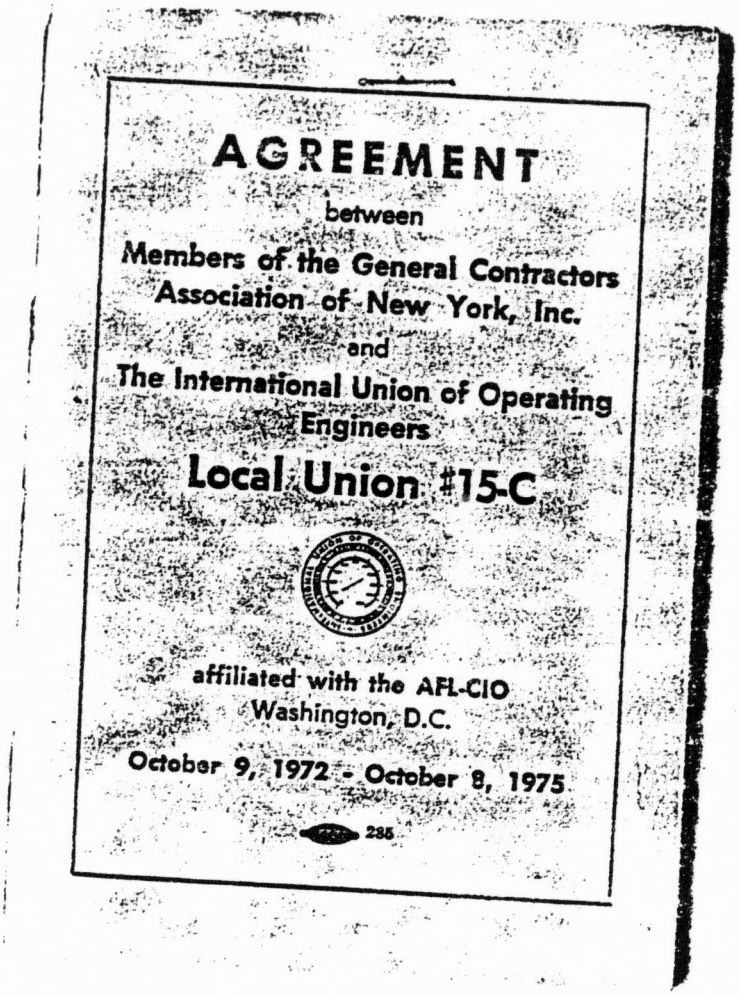
Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in Article XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove the Employees from the work of said Employer. If said Employees who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

ARTICLE XIV

Legality

Any provision of this Agreement which provides for union security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to union security, the parties shall renegotiate any provisions concerning union security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.



AGREEMENT

between

Members of the General Contractors Association of New York, Inc.

and

The International Union of Operating Engineers

Local Union #15-C

affiliated with the AFL-CIO
Washington, D.C.

October 9, 1972 - October 8, 1975

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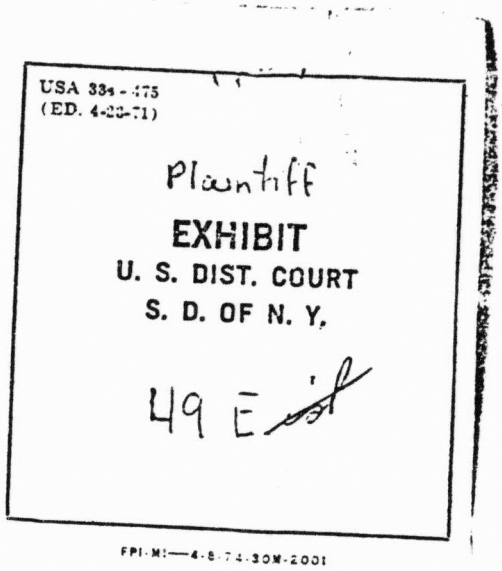

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AGREEMENT made this 9th day of October 1972 by and between the Members of The General Contractors Association of New York, Inc. (hereinafter "G.C.A.") who are signatories to this Agreement (hereinafter "Employer") and the International Union of Operating Engineers, Local Union 15-C, AFL-CIO (hereinafter "Union").

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Purposes — Declaration of Principles

Section 1. Purposes

The purposes for which this Agreement is entered into are as follows:

(a) prevent strikes and lockouts;

(b) facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union;

(c) prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer, and Union, and the loss of wages to the Employee;

(d) enable the Employer to secure at all times sufficient forces of skilled and productive workmen;

(e) provide as far as possible for the continuous employment of labor;

(f) provide that employment hereunder shall be in accordance with conditions so that all work functions will be productively performed for a full shift at wages herein agreed upon;

(g) bring about stable conditions in the Industry;

(h) keep costs of work in the Heavy Construction Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;

(i) continue the custom and practice heretofore prevailing for many years on heavy construction work, of agreement as to the terms and conditions of employment, and as to the necessary procedure for amicable adjustment of all disputes or questions that may arise.

Section 2. Declaration of Principles

Both parties to this Agreement acknowledge that this Agreement is the uniform agreement for the Heavy Construction Industry and its execution will further the interests of said Industry. This Agreement will be interpreted under the following principles:

(a) that there shall be no limitations as to the amount of work an Employee shall perform during his working day, it being understood that said Employee shall perform a fair and honest day's work, within the limits of safety;

(b) that there shall be no restriction on the use of machinery, tools or appliances, within the limits of safety;

(c) that there shall be no restriction on the use of any raw or manufactured materials, except prison-made;

(d) that no person shall have the right to interfere with Employees or workmen during the working hours;

(e) that Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages agreed upon as hereinafter set forth in this Agreement;

(f) that Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by an Employee is, or is not, satisfactory;

(g) that G.C.A., Employer and the Union agree that they have not, and will not discriminate because of race, creed, color, or nationality against any individual. In furtherance of these efforts, the parties agree to fully participate in the program of the New York Building and Construction Industry Board of Urban Affairs Fund.

Section 3. Completeness of Agreement

It is understood that the Purposes and Declaration of Principles, herein set forth, are

a part of this Agreement and said Purposes and Principles govern all parties hereto in the performance thereof and shall be complied with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform and to comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

ARTICLE II
Jurisdiction

This Agreement covers work performed by the Employer in New York City on Heavy Construction Work, as hereinafter defined in Article VIII.

If the Employer engages in any class of work not embodied in Heavy Construction Work, as hereinafter defined, both parties shall comply with all of the Union conditions then existing in that class of work.

ARTICLE III
Union Security — Union Visitation

Section 1. Union Security

The Employer shall employ for the work under its contract to be governed by this Agreement as provided in Article II, for the classifications of work listed in Article IX hereof, such Employees as it may designate, providing said Employees shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become Members in good standing of the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all parties to this Agreement.

Section 2. Union Visitation

Authorized representatives of the Union shall be allowed to visit jobs, and interview the Employer and Employees covered by this Agreement, but shall in no way interfere with or hinder the progress of the work.

ARTICLE IV
Term — Renewal

This Agreement shall continue in effect until and including October 8, 1975, and during each year thereafter unless on or before the fifteenth (15th) day of June, 1975, or on or before the fifteenth (15) day of June of any year thereafter, written notice of termination or proposed changes shall have been served by either party on the other party.

In the event that written notice shall have been served, an agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by October 8th of the year in which the notice shall have been served.

ARTICLE V

Disputes

Section 1. No Lockout, Strike, Work Stoppage

It is hereby agreed that no question or dispute or breach of this Agreement which may be caused by any of the parties hereto, shall be the occasion for or cause of any lockout, strike or work stoppage. The Employer expressly agrees that it will not lockout its Employees covered by this Agreement. The Union expressly agrees not to strike or in any manner stop or hinder work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both parties agreeing to settle any question or dispute that may arise from any of the parties hereto by submitting same for determination as herein provided, with the express agreement that the parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. Procedures of Grievance — Arbitration

For the purpose of settling disputes between the parties hereto as to any claims of violation of this Agreement, or of any dispute or breach that may arise in connection therewith, or for construing the terms and provisions thereof, the following procedure is established:

(a) the matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of the G.C.A., who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution. If the matter is not resolved thereby, then;

(b) the matter will be submitted to an Arbitration Board, composed of two (2) representatives, not employed by the Employer, and two (2) other representatives, not employed by the Union. This Board shall meet within three (3) days of the submission to it of the dispute by either party and both parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. Said Board shall make its decision as speedily as possible thereafter;

(c) should the Arbitration Board of four (4) fail to reach a decision, they shall select an additional Member, not identified with the Construction Industry, or with Labor. If such selection is not made within a reasonable time, the additional Member will be designated by the Chairman of the New York State Mediation Board. This five-member Arbitration Board shall render its decision as speedily as possible thereafter.

Section 3. Finality of Decision

A decision made under any one of the above procedures in Section 2 (a), (b), and (c) shall

be final and binding upon all parties. This decision will be by majority vote and it shall become part of this Agreement from the date the decision is rendered.

Section 4. Status Quo

Until a decision shall have been rendered, neither party shall take any action of any character as to the complaint, statement or matter in question.

Section 5. Expenses

The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever party they represent. The expenses and salary, if any, of the additional Member shall be shared equally by the parties.

ARTICLE VI
Jurisdictional Disputes

Section 1. No Work Stoppage

It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the trades to the Board Authorized for Settlement of Jurisdictional Disputes for decision.

Section 2. Termination of Employment During Work Stoppage

In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Employer may pay off its Em-

ployees at the end of the work day on which the stoppage occurs, and will not have to pay these Employees for any time during the period of the work stoppage.

ARTICLE VII
Other Union Agreements

It is agreed that the Union will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in Heavy Construction Work.

ARTICLE VIII
Heavy Construction Work — Employees Covered

Section 1. Heavy Construction Work

Heavy Construction Work, where referred to in this Agreement, is hereby defined as the Construction of Engineering Structures and Building Foundations, exclusive of the Erection of Buildings, since this latter work is agreed to be a separate and distinct branch of the Construction Industry.

Section 2. Employees Covered

This Agreement is applicable to qualified Employees who:

(a) repair, service, assembly, maintain and rebuild all types of contractors' machinery, including but not limited to the

performance of acetylene and electric welding in connection therewith;

(b) operate only at an Employer's premises all hoisting devices, such as overhead cranes, yard derricks, portable cranes and similar equipment.

ARTICLE IX
Wages and Conditions

Section 1. Hours of Work

Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

Each work day (Saturdays, Sundays and Holidays included) shall be compensated for at the rate of not less than eight (8) hours.

Employees shall work between the hours of 8:00 A.M. and 5:00 P.M.

Section 2. Payment of Wages

All wages payable under this Agreement shall become due and be paid on the job every week and not more than three (3) days' pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check, provided:

(a) the check is a Todd Insured ABC System Payroll Check or a similar type of check, and the delivery of the checks shall be made at least one (1) day preceding a banking day;

(b) the Employer has complied with the provisions of Article XII relating to Bonding.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If said Employee shall, of his own volition, leave the services of his Employer, then the Employer may retain his wages until the next regular pay day.

Section 3. Overtime

Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week, and for the first eight (8) hours of work on Saturday.

Double time shall be paid for all work in excess of eight (8) hours on Saturday, and for all work performed on Sundays and holidays.

Section 4. Holidays

The following eleven (11) Holidays shall be the only Holidays observed in this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Memorial Day (Decoration Day)	Armistice Day (Veterans' Day)
Independence Day (4th of July)	Thanksgiving Day
	Christmas Day

All Employees covered by this Agreement shall receive eight (8) hours' pay at the single time rate for any of the above-mentioned

Holidays even if occurring on a Saturday. If an above-mentioned Holidays occurs on a Sunday, it shall be observed on the following Monday.

If the above-mentioned Holidays occurs on a Saturday, Employees shall not perform any work on said Saturday without prior permission of the Union Business Representative being rendered to the Employer and such permission shall not be unreasonably denied.

If it is necessary for the Employees covered by this Agreement to work on any of the above-mentioned Holidays, compensation shall be only at the double time rate.

Section 5. Vacations

The Employer agrees to grant paid vacations to Employees covered by this Agreement, as follows:

1 month up to and including 7 months of employment — 1 2 day each month
8 months of employment — 4-1 2 days
10 months of employment — 40 hours
12 months of employment — 1 week
14 months of employment — 6 days
16 months of employment — 7 days
18 months of employment — 8 days
20 months of employment — 9 days
22 months of employment — 10 days
24 months of employment — 3 weeks

Three (3) weeks of vacation may be taken consecutively provided it does not disrupt the normal operations of the Employer.

The amount of vacation that an Employee shall receive shall be based upon his date of employment with his Employer, and shall be computed annually as of June 30th.

Vacation Pay shall be based on the average number of hours an Employee has been working weekly and shall be computed at the straight time rate. This provision applies only to Employees with service of twelve (12) months or more.

Employees shall receive accrued vacations at layoff or discharge. If an Employee voluntarily leaves his employment during the July 1st through June 30th period used for vacation computation, he shall not receive any accrued vacation.

Section 6. Wages.

The minimum rate of wages to be paid to Employees covered by this Agreement shall be in addition to all contributions to Fringe Benefit Funds and Dues Checkoff as provided for herein, as follows:

Class A Mechanic

Repairing, servicing, assembling, maintaining and rebuilding of all types of contractors' machinery, and the performance of all acetylene and electric welding in connection therewith. The operation of all hoisting devices such as overhead cranes, yard derricks, portable cranes, and similar equipment located on the Employer's premises.

Effective Date	10/9/72	10/9/73	10/9/74 to 10/9/75
Hourly	$7.68	$8.05	$8.50

Helper:

Unskilled in the complete use of tools, and lacking in sufficient experience and skill necessary to repair and rebuild contractors' equipment. Their duties are to generally aid and help Cass A Mechanics.

Effective Date	10/9/72	10/9/73	10/9/74 to 10/9/75
Hourly	$6.99	$7.33	$7.74

Working Foreman:

Effective Date	10/9/72	10/9/73	10/9/74 to 10/9/75
Hourly	$7.93	$8.30	$8.75

It is agreed that Local 15C may reduce the rate set forth herein for the periods commencing October 9, 1973, and October 9, 1974, and reallocate the amount of said reduced wage rate into fringe benefits, after notifying in writing The G.C.A. sixty (60) days before said reallocation is to become effective.

It is agreed that the amount of wage increases set forth in this Agreement, and as between this Agreement and the prior Agreement between the parties, will be given to all Employees covered by this Agreement regardless of the fact that certain individual Employees are being paid over the minimum rate of their classification.

Section 7. Conditions

(a) Any Employee, irrespective of classification, shall operate all hoisting devices,

such as overhead cranes, yard derricks, portable cranes and similar equipment, located at an Employer's premises.

(b) All Employees shall furnish adequate tools for the performance of their work.

(c) Any Employee who is sent outside of Greater New York and remains away over night shall be paid his travelling expenses which shall include a reasonable amount for his meals and sleeping accommodations.

(d) Any Employee who furnishes his own automobile for the performance of his work shall be compensated by the Employer at the rate of twenty cents (20¢) per mile for the actual mileage covered.

(e) All layoffs resulting from lack of work will be based on length of employment with the Employer; provided the senior Employee has the ability and experience to perform the available work. If there is disagreement after full discussion between the Employer and the Union on any layoffs, the question shall be submitted and processed under Article V herein.

(f) There will be a Shop Steward who will be appointed from among the Employees by the Union or its representatives, to attend the interests of the Union. The Employer shall allow a reasonable amount of time to the Shop Steward for

the performance of said duties.

(g) Employees at their sole option and expense may provide for themselves insurance covering all risks of direct physical loss of, or damage to, their tools from any external cause. The Employer will cooperate in any reasonable manner with the Employee's Insurance Carrier, if said insurance is provided.

(h) If an Employee covered by this Agreement shall actually work over four (4) hours, exclusive of travel time, outside a shop, on one field construction job, in the course of a day, he shall be paid the Local 15, I.U.O.E. Maintenance Engineer rate only for that day. This provision shall not apply to asphalt paving work in city streets.

ARTICLE X
Intent of Agreement

Section 1. Spirit of Agreement

This Agreement and all of its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the principles or intent of this Agreement.

Section 2. Binding Subcontractors and Other Firms

The terms, covenants and conditions of this Agreement shall be binding upon all Subcontractors at the site to whom the Employer may

have sublet all or part of any contract entered into by the Employer.

The Employer stipulates that any firm engaging in Heavy Construction Work in which it has or acquires a financial interest, shall be bound by all of the terms and conditions of this Agreement.

Section 3. Execution of Agreement

This Agreement shall be executed by both parties hereto.

ARTICLE XI
Fringe Benefit Funds

Section 1. Welfare Fund Contribution

From October 9, 1972 and continuing through October 8, 1975, the Employer agrees to pay a sum equal to five (5%) per cent of the straight time payroll of the Employees covered under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Welfare Fund of the International Union of Operating Engineers, Locals 14, 14-B, 15, 15-A, 15-C, 15-D (hereinafter "Welfare Fund"), to be administered by trustees, one half of whom shall be designated by the Union and one-half by the Employer. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the New York State Disability Benefits Law. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned during the preceding month.

Section 2. Pension Fund Contribution

From October 9, 1972 and continuing through October 8, 1975, the Employer agrees to pay a sum equal to five (5%) per cent of the straight time payroll of the Employees working under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Pension Fund of the International Union of Operating Engineers Local Unions 14, 14-B, 15, 15-A, 15-C, 15-D (hereinafter "Pension Fund") to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the fifteenth (15th) day of each month on the wages earned during the preceding month.

Section 3. Computation and Additional Coverage

(a) Computation of Welfare and Pension Fund Contributions

Contributions for the Welfare and Pension Funds as provided for herein shall be at the stipulated percentage applied only to the straight time payroll of each Employee, and no contribution shall be made on the premium portion of time and one half rate, double time rate, or overtime of the payroll, or on the Dues Checkoff or on the contributions to the New York Building and Construction Industry Board of Urban Affairs Fund, and Heavy Construction Industry Fund as provided for in this Article XI, Sections 4, 5 and 6.

(b) Coverage of Additional Employees Under the Welfare and Pension Funds

Every present and future salaried regular employee of the Union, Welfare Fund, Pension Fund, Vacation Fund and Apprentice Fund (as provided for in the Agreement between members of the G.C.A. and Locals 14, 15, 15-A of the International Union of Operating Engineers, AFL-CIO), may participate in the benefits provided herein for Employees of the Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said Employees of the Union, Welfare Fund, Pension Fund, Vacation Fund or Apprentice Fund, by the respective Employers of said Employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Agreement, whichever is lower. The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by the Unions. Coverage for the Employees of the Welfare Fund and Pension Fund may be indicated in the records of the respective Funds without actual payment of

contributions on their behalf having been made.

Section 4. Dues Checkoff

Commencing July 1, 1973 and continuing through October 8, 1975, the Employer agrees that there has been deducted from the wage rates of each Employee covered by this Agreement working under any of the classifications as set forth in Article IX, Section 6 herein and within the territorial jurisdiction of the Union, and the Employer further agrees to pay to said Union, after proper execution by each Employee of an authorization form which form shall be furnished to the Employer by the Union, the sum of five (5¢) cents per hour for each single time hour paid, seven and one-half (7½¢) cents per hour for each time and one-half hour paid and ten (10¢) cents per hour for each double time houh paid, which sums shall constitute a part of said Employee's Union dues. Said contributions will be paid by the 15th of the month following the month in which the dues checkoff is made, by check to the Financial Secretary of the International Union of Operating Engineers Local 15C. The Union agrees to indemnify and to hold harmless the Employer from any and all claims, actions, and/or proceedings arising out of said Dues Checkoff.

Section 5. Interest, Costs, Liquidating Damages

If an Employer fails to pay contributions as provided for in Section 1, 2 and 4 of this Article XI when due, said Employer may be required

to pay on any amount adjudged due and unpaid:

(a) annual interest at six (6%) per cent;

(b) attorney's fees for commencing and prosecuting a proceeding at law or equity, including insolvency proceedings but not to exceed one thousand ($1,000.00) dollars, or five (5%) per cent of any amount adjudged due and unpaid, whichever sum is greater;

(c) liquidated damages in the amount of ten (10%) per cent.

Section 6. New York Building and Construction Industry Board of Urban Affairs Fund

From July 1, 1972 every Employer covered by this Agreement shall contribute one (1¢) cent per hour for every hour worked by the Employees to the New York Building and Construction Industry Board of Urban Affairs Fund.

Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the New York Building and Construction Industry Board of Urban Affairs Fund and by all By-Laws adopted to regulate said Fund.

Section 7. Heavy Construction Industry Fund

From July 1, 1972 every Employer covered by this Agreement shall contribute one (1¢) cent per hour for every hour worked by the

Employees to the Heavy Construction Industry Fund.

Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Heavy Construction Industry Fund and by all By-Laws adopted to regulate said Fund.

ARTICLE XII
Surety Bond

Every Employer covered by this Agreement shall provide a Surety Bond to guarantee payment of contributions to the Funds as provided for in Article XI, Sections 1, 2 and 4. Said Surety Bond shall be in the following amounts:

an Employer employing 1 to 25 Employees	$20,000
an Employer employing 26 to 50 Employees	$30,000
an Employer employing more than 50 Employees	$50,000

ARTICLE XIII
Work Stoppage for Default in Welfare & Pension Contributions

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in Article XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove the Employees from the work of said Employer. If said Employees who are removed remain

on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

ARTICLE XIV
Legality

Any provision of this Agreement which provides for union security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to union security, the parties shall renegotiate any provisions concerning union security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

for any lockout, strike or work stoppage. The Parties of the First Part

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AGREEMENT

between

Equipment Shop Employers

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 15-C

AFFILIATED WITH THE AFL-CIO

Effective date: October 9, 1966

Terminating October 8, 1969

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(b) The Employer shall have the right to employ workers from the open market. If the workers so employed be not members of the Union in good standing, they shall not be continued in employment beyond the six (6) weeks trial or probationary period hereinafter provided unless they become members of the Union in good standing at the end of the said probationary period.

(c) All workers, after a trial or probationary period of six (6) weeks, if found satisfactory by the Employer, shall be considered regular workers and be entitled to all the rights and privileges and benefits of this Agreement, and subject to all obligations of the same. If at the end of the trial or probationary period the employee is retained by the Employer, the said employee shall be required to join the Union and the Union agrees to accept said employee upon his compliance with the requirements of the Union and payment of the initiation fee which shall not exceed $100.00.

Section 9. (a) Superintendents, foremen, stock clerks or storekeepers and others employed in a clerical capacity, but who do give orders to employees who are members of the Union, but who do not perform any manual work, shall not be members of the Union.

(b) The stock clerks or storekeepers mentioned in subdivision (a) of this section, whose functions are to keep records or to take telephone and other orders, or who act as salesmen

for parts, shall continue to be exempt from the terms of this Agreement so long as such duties constitute the main function of their employment and so long as any manual work which they may perform is only incidental, occasional, and not the normal requirement of their work assignment.

(c) All workers in the Parts Department whose primary and main function is to perform manual work in connection with the receiving, shipping, storing and handling of parts are understood to be members within the description of Article IV, Section 1, which defines the class of work covered by the Agreement, and such workers are required to be members of the Union under the provisions of the Union Shop Clause and are to be classified under the heading of Handyman.

(d) The definition of Handyman as set forth in the Agreement contemplates those employees among others who "perform all other types of unskilled work" and it is within this classification that the workers in the Parts Department who regularly perform manual work in connection with their duties of receiving, shipping, storing and handling of parts is intended.

Section 10. Such foremen as may be required by this Agreement to become members of the Union shall be the agents of the Employer and shall not be tried for any of the acts as foremen without due notice of the trial, accompanied by a written statement of the

AGREEMENT made and entered into this 30 day of December, 1963, between the CONSTRUCTION EQUIPMENT RENTAL ASSOCIATION (member of the Building Trades Employers Association of the City of New York), party of the first part, herein referred to as the "Trade Association" and/or the "Employers", and LOCAL NO. 15C OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, party of the second part, herein referred to as the "Union" and/or "employees".

ARTICLE I

OBJECT

Section 1. To establish and maintain wages, hours and working conditions for the work on construction covered by this Agreement in the territory to which it applies; to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and employee, and to provide for the adjustment of disputes between trades and jurisdictional disputes.

ARTICLE II

PRINCIPLES

Section 1. The amount of work that a member of the Union may perform shall not be restricted by the Union, nor by the representatives, officers or members of the Union, nor shall the use of machinery, tools, appliances or methods be restricted or interfered with.

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Section 2. No person representing the Union, except its business representatives, shall have the right to interview the workmen during business hours. The business representatives shall comply with all general conditions of the job and shop regarding passes, entrance to be used, etc.

Section 3. The parties to this Agreement shall jointly maintain a system of apprenticeship training mutually satisfactory, which will insure an adequate force of skilled mechanics.

Section 4. There will be no discrimination against raw materials or manufactured products.

Section 5. The Employer shall be at liberty to employ and discharge whomsoever he sees fit; and the members of the Union shall be at liberty to work for whomsoever they see fit.

Section 6. There will be a Shop Steward who will be appointed from among the employees of the Employer, by the Union or its representatives, to attend the interests of the Union, for the performance of such duties the Employer shall allow a reasonable amount of time.

Section 7. (a) The Union or its representatives shall not order a strike or stoppage of work nor shall the employees strike against any Employer, or collectively leave the work of an Employer, nor shall any Employer lock out

employees prior to filing a written complaint, or pending the adjustment of any existing dispute as provided in Article X.

(b) The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is first given to the Secretary of the Trade Association involved, in accordance with the requirements of the general arbitration plan referred to in Article IX.

Section 8. Union Shop -

(a) The Employer recognizes the Union as a source for the procurement of skilled workmen and agrees to employ workers who are members in good standing with the Union, or who become members thereof thirty (30) days after the commencement of their employment. Such workers shall thereafter maintain their membership in good standing.

(b) The Employer shall have the right to employ workers from the open market. If the workers so employed be not members of the Union in good standing, they shall not be continued in employment beyond the six (6) weeks trial or probationary period hereinafter provided unless they become members of the Union in good standing at the end of the said probationary period.

AGREEMENT

BETWEEN

THE NASSAU & SUFFOLK
CONTRACTORS ASSOCIATION
INC.

AND

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL No. 15-D

Affiliated with the AFL-CIO, Washington, D.C.

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interfere with employees or workmen during working hours.

5. That Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wage agreed upon hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by any Employee hereunder employed by it, is, or is not, satisfactory.

Section 3

It is understood that the Purposes and Declaration of Principles, herein set forth, are a part of this Agreement and said Purposes and Principles govern all parties hereto in the performance thereof and shall be complied with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

The Employer stipulates that any firm engaging in Heavy Construction Work in which it has or acquires a financial interest, shall be bound by all of the terms and conditions of this Agreement.

ARTICLE II

Scope

This Agreement covers work performed by the Employer in Nassau and Suffolk Counties on Heavy Construction Work, as hereinafter defined in ARTICLE VIII.

If the Employer engages in any class of work not embodied in Heavy Construction Work, as hereinafter defined, both parties shall comply with all the Union conditions then existing in that class of work.

AGREEMENT

BETWEEN

CONTRACTORS ASSOCIATION OF WESTCHESTER COUNTY, INC.

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL No. 15-D

Affiliated with the AFL-CIO, Washington, D.C.

285

USA 33s - 475
(ED. 4-23-71)

Plaintiff

EXHIBIT

U. S. DIST. COURT

S. D. OF N. Y.

53

interfere with employees or workmen during working hours.

5. That Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wage agreed upon hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by any Employee hereunder employed by it, is, or is not, satisfactory.

Section 3

It is understood that the Purposes and Declaration of Principles, herein set forth, are a part of this Agreement and said purposes and Principles govern all parties hereto in the performance thereof and shall be complied with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

The Employer stipulates that any firm engaging in Heavy Construction Work in which it has or acquires a financial interest, shall be bound by all of the terms and conditions of this Agreement.

ARTICLE II

Scope

This Agreement covers work performed by the Employer in Westchester, Putnam and that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie on Heavy Construction Work, as hereinafter defined in ARTICLE VIII.

If the Employer engages in any class of work not embodied in Heavy Construction Work, as hereinafter defined, both parties shall comply with all the Union conditions then existing in that class of work.

A G R E E M E N T

Between

MEMBERS OF THE GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK CITY, NEW YORK,
as subscribed below, hereinafter known as the
Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING
ENGINEERS -- LOCAL NO. 15 - D
Affiliated with the A F L - C I O,
WASHINGTON, D. C., hereinafter known as the
Party of the Second Part

* *

P R E A M B L E

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on H E A V Y CONSTRUCTION WORK of Agreements as to terms and conditions of employment, as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

RETYPED FOR APPENDIX

party. He shall be able to set up, operate, and

DECLARATION OF PRINCIPLES

Both Parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in H E A V Y CONSTRUCTION WORK, would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following Principles:

1. That there shall be no limitations as to the amount of work a man shall perform during his working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during working hours.

5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by a Members of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLES OF AGREEMENT.

ARTICLE I.

THIS AGREMENT is entered into this THIRTIETH (30th) DAY OF MARCH, 1961, by and between MEMBERS of THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and the INTERNATIONAL UNION OF OPERATING ENGINEERS --- LOCAL # 15 - C, Parties of the Second Part.

ARTICLE II

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth in the Preamble.

RETYPED FOR APPENDIX

If his services are not used, he shall

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY on H E A V Y CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized Branch of Contracting Work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed:

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new employees, seven (7) days after the date of hiring, become Members in good standing in the Union during the term of this AGREEMENT. Such employment shall be under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfer with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including:

J U N E 3 0, 1 9 6 3

RETYPED FOR APPENDIX

Thirty Five (35) hours per week, and for the

ARTICLE VI.

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees covered by this Agreement. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement, it is agreed that under no circumstances shall there be strikes, lockouts or work stoppage, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of _____ of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established:

(A) The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution. SHOULD THIS FAIL ---

(B) The matter will be submitted to an Arbitration Board, composed of two (2) representatives, not Members of the Party of the First Part, and two (2) representatives, not members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C) Should the Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction industry, or with Labor. If such selection is impossible the additional Member, not identified with the Construction Industry, or with Labor will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and binding upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional Member shall be equally shared by the Parties to this dispute.

RETYPED FOR APPENDIX

prior to July 1, 1967.

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the A F L - C I O that the trade in possession of the work proceed with the job and the question in dispute be submitted by the trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the A F L - C I O, the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of stoppage.

Section 3. It is agreed that the Union, Party of the Second Part, will carry out this Agreement in all details, regardless of whatever conditions and wages exist for Members of any other Local Union, whether or not employed in HEAVY CONSTRUCTION WORK.

ARTICLE VIII.

HEAVY CONSTRUCTION WORK where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

THIS AGREEMENT shall apply to qualified Employees, customarily and regularly engaged in FIELD SURVEY WORK, EXCLUDING Executive; Administrative; Supervisory; and Licensed Professional Engineers, and shall not apply to any Field Survey Work BEYOND THE DIRECT CONTROL OF THE EMPLOYER.

The Union recognizes that Surveying Instruments are used by Superintendents and other Supervisors, and agreed to NOT Interefere with such practice and custom, and further agrees that it will in no manner interefere with the like practices and customs of other Unions affiliated with the A F L - C I O.

The Union agrees that Graduate Engineers and/or Engineering Trainees, may be employed under the wages and other conditions contained in this Agreement.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

(b) A Single Shift shall be the continuous nine (9) hours, starting at 8 A.M., except when necessary to conform with the provisions of paragraph (a) of Section 4, including one (1) hour for meal time. the meal time may be curtailed by one-half (1/2) hour.

RETYPED FOR APPENDIX

during the terms of this Agreement, shall pay a sum equal to

ARTICLE IX. (Contd)

Section 1. (contd)

(c) When two (2) shifts are employed, the work period for each shift shall be the continuous eight and one-half (8-1/2) hours, including one-half (1/2) hour for meal time.

(d) When three (3) shifts are employed, each shift will work seven and one-half (7-1/2) hours but will be paid for eight (8) hours, one-half (1/2) hour being allowed for meal time.

(e) When two (2) or more shifts are employed, single time will be paid for each shift.

(f) A week shall start at 8 A.M. Monday and end at 8 A.M. Saturday, except when necessary to conform with the provisions of paragraph (a) of Section 4.

(g) When an Employee is ordered out and reports on a Saturday, Sunday or Holiday - - - - -
If his services are not used, he shall receive two (2) hours pay at the rate prescribed for that day.
If he works less than Four (4) hours, he shall receive Four (4) Hours pay at the rate prescribed for that day.
If he works more than four (4) hours, he shall receive Eight (8) hours pay at the rate prescribed for that day.

(h) All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days' pay shall be held back. WAGES shall be paid at the EMPLOYER'S OPTION EITHER IN CASH OR BY CHECK, provided - - -

(1) The check is a Todd Insured ABC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at least on the day preceeding a banking day.

(2) The Employer has complied with the provisions of ARTICLE XII relating to BONDING.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

RETYPED FOR APPENDIX

Section 2. OVERTIME, HOLIDAYS, ETC.

(a) Time and one-half shall be paid for all work performed in excess of Eight (8) hours per day, for all work performed in excess of Forty (40) Hours per week, and for the first Eight (8) Hours of Work on SATURDAY. Double Time shall be paid for all work in excess of Eight (8) Hours on Saturday, and for all work performed on Sundays and Holidays.

(b) HOLIDAYS to be observed as such are --- NEW YEAR'S DAY: LINCOLN'S BIRTHDAY: WASHINGTON'S BIRTHDAY: MEMORIAL DAY: INDEPENDENCE DAY: LABOR DAY: COLUMBUS DAY: ELECTION DAY: ARMISTICE DAY: THANKSGIVING DAY: AND CHRISTMAS DAY.

(c) All Employees covered by this Agreement shall receive Eight (8) Hours Pay at the SINGLE TIME RATE for any of the aforesaid Holidays, even if occuring on a Saturday. If occuring on a SUNDAY, it shall be observed on the following Monday. If it is necessary for the Employees covered by this Agreement to work on any of the aforesaid Holidays, compensation shall be Only at the Double Time Rate.

(d) Where the work day ends at 8 A.M. on a Saturday, or a Sunday or a Holiday, the Party of the First Part may, at his discretion define Saturdays, Sundays and Holidays as beginning at 8 A.M. of the Saturday, or the Sunday, or the Holiday, and continuing until 8 A.M. of the following day, except when necessary to conform to the provisions of paragraph (a) of Section 4.

Section 3. W A G E S.

The rates of wages to be paid to Employees covered by this Agreement shall be as follows:

	EFFECTIVE PER FORTY (40) HOUR WEEK			
CLASSFICIATIONS	April 1, 1961	July 1, 1961	Jan. 1, 1962	July 1, 1962--June 30, 1963
Chief of Party----------	$160.	$164	$168	$176
Instrument Man----------	$130.	$134	$138	$146
Redman: Chain Man----------	$110.	$114	$118	$126

RETYPED FOR APPENDIX

ARTICLE IX. (Contd)

Section 3. W A G E S. (Contd)
It is agreed that the increases will be given to all Employees covered by this Agreement regardless of the fact that certain individual Employees were being paid over the minimum rate of their classification.

Section 4. C O N D I T I O N S.

(a) It is understood and agreed that, because of certain Ordinances of the City of New York governing certain operations, such as BLASTING, ETC., shift hours will be arranged to conform with such regulations, etc., and such shift work will be paid for at the SINGLE TIME RATES, in conformity with the terms contained in this Agreement.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by any of the Contractors of the Party of the First Part.

Section 3. THIS AGREEMENT shall be executed by both Parties signed and countersigned by the duly authorized Officers of the International Body or Bodies governing the Local Unions constituting the Party of the Second Part.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of APRIL 1, 1961 shall, during the term of this Agreement, pay a sum equal to Four Per Cent (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT WELFARE FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS - LOCAL #15-D

to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

RETYPED FOR APPENDIX

ARTICLE XI. (Contd)

Section 2. PENSION FUND CONTRIBUTION

Each of the Parties of the First Part beginning as of April 1, 1961 shall, during the term of this Agreement, pay a sum equal to Four Per Cent (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS - LOCAL #15-D

to be administered by Trustees, one-half of whom will be designated by the Union and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

ARTICLE XII.

Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective Funds Bonds shall be in the following amounts:

An Employer employing one to ten men- - - - - - - - - -$ 5,000.
An employer employing more than ten men- - - - - - - - -10,000.
With the exception that under unusual circumstances, the amount of the Surety Bond may be increased to- - -25,000 when required by the Trustees of the Fund.

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in ARTICLE XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove its members from the work of such Employer. If such men who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows:

The stipulated percentage shall be applied only to the straight time wage rate.

It is further agreed that no contribution shall be required on the premium portion of wages.

ARTICLE XIII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law _____ are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

RETYPED FOR APPENDIX

ARTICLE XIII (Contd)

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the Parties hereto have caused those presents to be signed by their duly authorized representatives.

For the Party of the Second Part

THE INTERNATIONAL UNION OF OPERATING ENGINEERS-- LOCAL UNION # 1 5 - D

/s/
President

/s/
Secretary

For the Party of the First Part

IN BEHALF OF, AND AUTHORIZED BY, THE FOLLOWING LISTED MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION

BY /s/

Brookfield Construction Co., Inc.

Gull Contracting Co., Inc.

Horn Construction Co., Inc.

Peerless Construction Co., Inc.

Slattery Contracting Co., Inc.

Tully & Di Napoli, Inc.

Columbia Asphalt Corp.

Fehlharger Corp.

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, WASHINGTON, D. C., HEREWITH APPROVES OF THE JURISDICTION, TERMS, AND CONDITIONS EMBRACED BY THIS AGREEMENT

BY /s/
Regional Director
Region No. 1

BY
PRESIDENT
THE INTERNATIONAL UNION OF OPERATING ENGINEERS.

ENGINEERS, LU #14, #14, #15-A, #15-D

Every present and future salaried regular employee of the Union and of the Welfare Fund and of the Pension Fund may participate in the benefits provided herein for employees of each of the Parties of the First Part for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pensiony Fund for or on behalf of said employees of the Union of the Welfare Fund and of the Pension Fund by the respective employers of said emplyoees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Collective Bargaining Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Union #15.

Coverage for the employees of the Joint Welfare Fund and Joint Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

RE-TYPED FOR APPENDIX

AGREEMENT dated July 1, 1966, between MEMBERS OF THE CEMENT LEAGUE, BUILDING CONTRACTORS AND MASON BUILDERS ASSOCIATION, AND METROPOLITAN BUILDING CONTRACTORS ASSOCIATION, affiliated with the BUILDING TRADES EMPLOYERS' ASSOCIATION OF THE CITY OF NEW YORK, hereinafter known as Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING ENGINEERS - Local No. 15-D, affiliated with the AFL-CIO, WASHINGTON, D.C., hereinafter known as the Party of the Second Part.

ARTICLE I

OBJECT

Section 1. To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as employer and emplyoee, and to provide for the adjustment of disputes between trades.

ARTICLE II

PRINCIPLES

Section 1. The amount of work a man may perform shall not be restricted by the Union, nor by its representatives, officers or members, and theuse of machinery, tools, appliances, or methods shall not be restricted or interfered with under the terms of this Agreement.

RE-TYPED FOR APPENDIX

Section 2. The business representatives of the Union shall have access to the work at all times. They shall comply with all general conditions of the job regarding passes, entrances to be used etc.

Section 3. The employers recognized the Union as a source for the procurement of skilled Line & Grade Men and the Union agrees to furnish such Line & Grade Men when requested by the employers. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement, shall on the 7th day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on ~~or after~~ its execution date shall, on the 7th day following the beginning of such employment become and remain members in good standing in the Union.

Section 4. The Union or its representatives shall not order a strike or stoppage of work nor shall the employees strike against any employer or collectively leave the work of an employer, nor shall any employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes as provided for in Article X.

The foregoing does not deny the right of the Union to render assistance to other labor organizations be removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is first given to the Secretary of the Trade Association involved, in accordance with the requirements of the general

arbitration plan, referred to in Article IX, Section 1.

Section 5. The Employers are at liberty to employ and discharge whomsoever they see fit and the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by a member of the aforesaid Party of the Second Part employed by i' is or not satisfactory.

ARTICLE lII

TERRITORY COVERED

Section 1. This Agreement shall apply to building construction work in New York City, i.e., Boroughs of Manhattan, Bronx, Richmond, Queens and Brooklyn.

ARTICLE IV

WORK COVERED

Section 1. BUILDING CONSTRUCTION where referred to in this Agreement is hereby defined as the ERECTION OF BUILDING PROJECTS.

Section 2. This Agreement shall apply to qualified employees, customarily and regularly engaged in line and grade work as a trade, profession or career. The Union recognizes that Surveying instruments are further used by Executive, Administrative and Supervisory personnel on a temporary and occasional basis. The Union further agrees that surveying instruments are also used by engineering trainees. An Engineering Trainee is defined as a permanent employee who, because of education, background, leadership ability, or other special talents, is accepted into a bona fide Company Management Development Program, one phase of wich is Line & Grade Work, The Union agrees that it will not interfere with the

RE-TYPED FOR APPENDIX

customs and practices in these categories of the Building Construction Industry.

Section 3. The Union further agrees that it will in no manner interfere with any Line & Grade work outside the direct control of the Employer, also will not interfere with the practices and customs of other Union affiliated with the AFL-CIO and further shall not interfere with the work of Registered City Surveyors without limiting the right of the Union to organize such Registered City Surveyors.

Employers reserve the right to subcontract Line & Grade work to Contractors who are in collective bargaining agreement with Local 15-D.

Section 4. The Employer shall have the exclusive right to determine the size and make-up of Line & Grade Parties.

Section 5. The following definition of categories shall apply:

Chief of Party: A Chief of Party is one who supervises and directs one or more parties on any one job. He is directly responsible for the layout from the taking of information from supplied specifications and plans to the direction and actual performance of layout. He shall be able to read plans and specifications, draw any additional sketches required for the performance of layout, develop and maintain survey records, do the necessary computations, keep control of layout on job and be able to do the required duties of instrument men and rodmen.

Instrument Man: An Instrument Man is a field engineer who, under direction of Chief of Party, performs

RE-TYPED FOR APPENDIX

layout and runs the instruments in a three-man party. He shall be able to set up, operate, and make minor adjustments to surveying instruments, read plans and sketches, and keep surveying records. He shall be able to perform the duties of a rodman.
Rodman: A Rodman is one who holds the rod and generally assists other field engineers (Party Chief, Instrument Man). He shall be able to operate surveying rods, be able to chain and generally assist in doing layout.

Section 6. Nothing in this Agreement shall prevent an Employee of one category in Section 5 above from temporarily performing the duties of any other category and also from performing any other duties when no engaged in Line & Grade work.

ARTICLE V

HOURS

Section 1.

(a) Seven (7) hours shall constitute a day's work. Thirty-five (35) hours shall constitute a week's work.

(b) A single shift shall be the seven (7) working hours starting at 8 A.M. ; meal time may be one (1) hour or one-half (1/2) hour.

(c) When two shifts are emplyoed, the work period for each shift shall be six and one-half (6 1/2) hours, with pay for seven (7) hours.

(d) When three (3) shifts are employed, each shift will work six and one-half (6 1/2) hours, but will be paid for seven (7) hours, one-half (1/2) hour being allowed for meal time.

(e) When two (2) or more shifts are employed, single time will be paid for each shift.

(f) A work week shall start at 8 A.M., Monday.

(g) If an employee is ordered out and reports on a Saturday, Sunday, or Holiday . . .
If his services are not used, he shall receive two (2) hours' pay at the rate prescribed for that day.

If he works less than three and one-half (3 1/2) hours, he shall receive three and one-half (3 1/2) hours' pay at the rate prescribed for that day.

If he works more than three and one-half (3 1/2) hours, he shall receive seven (7) hours' pay at the rate prescribed for that day.

(h) All wages payable under this Afreement shall become due and be paid on the job every week. Not more than three (3) days' pay shall be held back. WAGES shall be paid at the EMPLOYER'S OPTION, EITHER IN CASH OR BY CHECK, provided:

(1) The check is a Todd Insured ABC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at lease on the day preceding a banking day.

(2) The Emplyoer has complied with the provisions of ARTICLE VI, Section 6.

If for any reason theEmplyoer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of employment, otherwise waiting time shall be charged for the accrued wages not to exceed three (3) days' pay, provided the Employee remains on the job during the regular working hours of those three (3) days.

Section 2. It is agreed that Line & Grade Men shall be employed at a straight time weekly rate, except at the start and finsih of employment and on employment on one (1), two (2) or three (3) days' duration in any payroll week, when he shall be paid for the actual days worked. On employment of four (4) days' duration in any payroll week, he shall be paid for a full week.

Section 3.

(a) Time and one-half shall be paid for all work performed in excess of seven (7) hours per

day, for all work performed in excess of thirty-five (35) hours per week, and for the first seven (7) hours of work on SATURDAY. Double time shall be paid for all work in excess of seven (7) hours on Saturday and for all work performed on Sunday.

(b) The HOLIDAYS TO BE OBSERVED ARE: NEW YEARS DAY, WASHINGTON'S BIRTHDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, ARMISTICE DAY, ELECTION DAY, THANKSGIVING DAY and CHRISTMAS DAY.

Under all conditions when Line and Grade men are employed during the payroll week within which the above-mentioned Holidays occur, the Line and Grade men shall be paid for these Holidays even if occurring on a Saturday. If they occur on a Sunday, the Holiday will be observed on the following Monday. When Line and Grade men work on these Hdlidays they shall receive Double Time.

ARTICLE VI

WAGES

Section 1. The rates of Wages to be paid Employees covered by this Agreement shall be as follows for the period July 1, 1966 through June 30, 1969.

Chief of Party.....$201.50/week

Instrument Man.....$177.50/week

Rodman.....$133.50/week

All the above rates are based on a thirty-five (35) hour week.

Section 2. Effective July 1, 1967, each of the Parties of the First Part during the term of this Agreement, shall pay a sum of thirty-five cents (35¢) for straight-time hours paid, fifty-two and one-half cents (52 1/2 ¢) for time-and-one-half hours paid, and seventy cents (70¢) for double-time hours paid into a Vacation Fund, terms and conditions of which

are to be mutually agreed upon by both parties, to be established prior to July 1, 1967.

Section 3. It is agreed that the increased reflected in Section 1 above will be given to all employees covered by this Agreement regardless of the fact that certain individual employees are being paid over the minimum rates of these classifications.

Section 4. An Apprentice shall serve a minimum of six (6) months before becoming eligible to qualify as a Rodman.

A Rodman shall serve a minimum of twelve (12) months before becoming eligible to be an Instrument Man.

An Instrument Man shall serve a minimum of twenty-four (24) months before becoming eligible to be a Chief of Party.

Section 5. Each of the Parties of the First Part shall, during the term of this Agreement, pay a sum equal to Four Per Cent (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory referred to in Article III into the

JOINT WELFARE FUND OF THE INTERNATIONAL
UNION OF OPERATING ENGINEERS - LOCAL
UNIONS 14, 14B, 15, 15A, 15C, and 15D

to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers, parties to the Trust Agreement of such Fund. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

RE-TYPED FOR APPENDIX

Section 6. Each of the Parties of the First Part during the terms of this Agreement, shall pay a sum equal to Six Per Cent (6%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory referred to in Article III into a UNITED STTATES TREASURY APPROVED

JOINT PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL UNIONS 14, 14B, 15, 15A, 15C, and 15D

to be administered by Trustees, one-half of whom will be designated by the Union and one-half by the Employers, parties to the Trust Agreement of such Fund. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 7. Every present and future salaried regular employee of the Union and of the Welfare Fund and of the Pension Fund may participate in the benefits provided herein for employees of each of the Parties of the First Part for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of the Union and of the Welfare Fund and of the Pension Fund by the respective Union, Welfare Fund and/or Pension Fund on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Collective Bargaining Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Union #15.

RE=TYPED FOR APPENDIX

Coverage for the employees of the Joint Welfare Fund and Joint Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

Section 8. The Trustees of the Welfare and Pension Funds, in the exercise of their discretion, may require any Employer of employees covered by this Agreement to provide a surety bond to guarantee payment of all fringe benefits to the respective Funds. The amount of these surety bonds shall be as follows:

An Employer employing one to ten men.....$2,500.

An Employer employing more than ten men.....$5,000.

With the exception that under unusual circumstances, the amount of the Surety Bond may be increased to.....$10,000.

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in Sections 5 and 6 above and reasonable notice of such default is given to the Employer, the Union may remove its members from the work of such Employer. If men are removed, they shall be paid for lost time not to exceed three (3) days' pay.

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in Sections 5 and 6 above shall be as follows:

The stipulated percentage shall be applied only to the straight time wage rate.

It is further agreed that no contribution shall be required on the premium portion of wages, or on wages paid in excess of the prescribed Union rates.

RE-TYPED FOR APPENDIX

Section 9. Employees who are covered by Company Pension and Welfare Plans when they become members of the Union shall have the option either of remaining in the Company Plan or Plans, if permitted by such Plans, upon signing a waiver to be covered by the Welfare and/or Pension Funds provided for in this Agreement, as the case may be, or of accepting coverage by the Union Plans provided for in this Agreement.

Should the Employee elect to stay under the Company Plans, contributions by the Employer under Section 5 and 6 will not be required for that Employee, as the case may be.

ARTICLE VII

WORKING CONDITIONS

Section 1. Should the job be closed down on Thursday or Friday, for a legal holiday, or for any other good or sufficient reasons, then pay time shall stop on Tuesday of that calendar week at 3:30 P.M., and wages shall be paid on Friday or Thursday, respectively, of the same week.

Section 2. If there is any change in the established pay day, a notice to that effect must be posted on the job by the Employer, twenty-four (24) hours in advance of such change.

Section 3. If discharged during the week for any reason, men shall be paid at once on the job site.

Section 4. Neither party during the life of this Agreement is to adopt by-laws or attempt to enforce any working rule or regulation which is contrary to any of the clauses in this Agreement. Neither shall either party attempt to enforce any working rules that have not been approved by the Joint Trade Arbitration Board.

RE-TYPED FOR APPENDIX

Section 5. When Employers, parties to this Agreement, do any work other than the type of work covered by this Agreement, they shall conform to any applicable Agreement that exists between an employing group and the International Union of Operating Engineers, Local 15-D.

ARTICLE VIII

VALIDITY

Section 1. Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restricitons imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

ARTICLE IX

TRADE AND JURISDICTIONAL DISPUTES

Section 1. Subject to appeal by the Union to the National Joint Board of Settlement of Jurisdictional Disputes, disputes between trades and disputes relative to questions of jurisdicton of trade shall be adjusted in accordance with the

RETYPED FOR APPENDIX

method set forth in the Joint Arbitration Plan of the New York Building Trades as adopted on July 9, 1903, and amended on April 22, 1905, except to the extent that Section 3 of the said Joint Arbitration Plan requires the employer to employ only members of the Union directly or indirectly through subcontractors or otherwise and all decisions rendered thereunder or by the National Joint Board for Settlement of Jurisdictional Disputes, determining disputes arising out of the conflicting jurisdictional claims of the various trades, shall be recognized by and be binding upon the parties thereto.

ARTICLE X
TRADE BOARDS

Section 1. There shall be a Joint Trade Arbitration Board which shall consist of five (5) members of the Employers and five (5) members of the Union to which all complaints, disputes and differences arising under this Agreement shall be referred. This Board shall meet within forty-eight (48) hours after written notice has been given by either side to meet for a specific purpose.

Section 2. In the event that this Board is unable to reach a decision by unit vote, the matter shall be submitted within three (3) weeks to an impartial umpire who shall be selected by the Joint Trade Arbitration Board. Any and all expenses in connection with such submission shall be equally borne by the Parties to this Agreement.

Section 3. Any penalties which may result from such findings or decisions are to be determined and imposed by

the Employers or the Union, as the case may be, to which the member affected may belong.

Any Employer member of the Trade Board directly involved in any case brought before the Board shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Employer members to fill the temporary vacancy.

Any Union member of the Trade Board directly involved in any case brought before the Board shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Union members to fill the temporary vacancy.

Section 4. It shall be the duty of the Joint Trade Arbitration Board to formulate rules and regulations for carrying out the details of this Agreement. The Joint Trade Arbitration Board shall also transact any other business in connection with the administration of this Agreement.

ARTICLE XI

DURATION

This Agreement shall continue in full force until June 30, 1969.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their duly authorized representatives.

For the Party of the Second Part

THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL UNION No. 15-D

Thomas A. Maguire, President

Donald F. Rodgers, Secretary

For the Party of the First Part

THE CEMENT LEAGUE

Henry Gally, President

METROPOLITAN BUILDING CONTRACTORS ASSOCIATION

Robert A. Escher, President

BUILDING CONTRACTORS & MASON BUILDERS ASSOCIATION

Leon D. Marrano, Jr., President

CHAIRMAN OF TRADE BOARD

John Falvella

the Parties hereto have

[RETYPED FOR APPENDIX]

AMENDMENT

of the

AGREEMENT dated July 1, 1966 between

MEMBERS OF THE CEMENT LEAGUE, BUILDING CONTRACTORS AND MASON BUILDERS ASSOCIATION, AND METROPOLITAN BUILDING CONTRACTORS ASSOCIATION, affiliated with the BUILDING TRADES EMPLOYERS ASSOCIATION OF THE CITY OF NEW YORK, and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 15D, AFFILIATED WITH THE AFL-CIO, WASHINGTON, D.C.

Amendment dated May 4, 1967, effective July 1, 1966.

[RETYPED FOR APPENDIX]

AMENDMENT of the AGREEMENT dated July 1, 1966 between MEMBERS OF THE CEMENT LEAGUE, BUILDING CONTRACTORS AND MASON BUILDERS ASSOCIATION, AND METROPOLITAN BUILDING CONTRACTORS ASSOCIATION, affiliated with the BUILDING TRADES EMPLOYERS ASSOCIATION OF THE CITY OF NEW YORK, and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 15D, AFFILIATED WITH THE AFL-CIO, WASHINGTON, D.C.

WHEREAS, the Parties to this Agreement have provided in ARTICLE VI, SECTION 7 that every present and future salaried regular employee of the Union and of the Welfare Fund and of the Pension Fund may participate in the benefits provided herein for employees of each of the Parties of the first Part for whose benefits the contributions are made to the Welfare Fund and to the Pension Fund; and

WHEREAS, it is the intent of the Parties to include in addition thereto every present and future salaried regular employeee of the VACATION FUND of LOCAL 15, 15A, 15D, INTERNATIONAL UNION OF OPERATING ENGINEERS; and

WHEREAS, the Parties have further provided in said ARTICLE VI, SECTION 8, that the Union may remove its Members from the work of such Employer who is in default in payments to the Welfare and Pension Funds; and

WHEREAS, the Parties to this Agreement further provide that the Union may remove its Members from the work of such Employer who is also in default in payments to the VACATION FUND of LOCAL 15, 15A, 15D, INTERNATIONAL UNION OF OPERATING ENGINEERS;

rate of time and one-half (1 and 1/2 hours) shall be paid

[RETYPED FOR APPENDIX]

NOW, THEREFORE, BE IT RESOLVED:

That ARTICLE VI, SECTION 7 and SECTION 8 are hereby amended, effective as of July 1, 1966, to read as follows:

"SECTION 7. Every present and future salaried regular employee of the Union and of the Welfare Fund, the Pension Fund and of the Vacation Fund of Local 15, 15A, 15D, International Union of Operating Engineers, may participate in the benefits provided herein for employees of each of the Parties of the First Part for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of the Union, of the Welfare Fund, of the Pension Fund and of the Vacation Fund by the respective Union, Welfare Fund, Pension Fund and Vacation Fund on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Collective Bargaining Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Union #15.

Coverage for the employees of the Joint Welfare Fund and Joint Pension Fund and Vacation Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf."

"SECTION 8. The Trustees of the Welfare and Pension Funds, in the exercise of their discretion, may require any Employer of employees covered by this Agreement to provide a surety bond to guarantee payment of all fringe benefits to the respective Funds. The amount of these surety bonds shall be as follows:

An Employer employing one to ten men.....$2,500.

An Employer employing more than ten men.....$5,000.

With the exception that under unusual circumstances, the amount of the Surety Bond may be increased to.....$10,000.

[RETYPED FOR APPENDIX]

Whenever an Employer is in default on payments to the Funds referred to in Sections 2, 5 and 6 of ARTICLE VI and reasonable notice of such default is given to the Employer, the Union may remove its members from the work of such Employer. If men are removed, they shall be paid for lost time not to exceed three (3) days' pay.

It is agreed that the payments of contributions to the Funds as specified in Sections 5 and 6 above shall be as follows:

The stipulated percentage shall be applied only to the straight time wage rate.

It is further agreed that no contribution shall be required on the premium portion of wages, or on wages paid in excess of the prescribed Union rates."

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their duly authorized representatives.

May 1, 1967

THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL UNION NO. 15-D

_____

THOMAS A. MAGUIRE PRESIDENT

_____

DONALD F. RODGERS, SECRETARY.

THE CEMENT LEAGUE

_____

HENRY GALLY, PRESIDENT

METROPOLITAN BUILDING CONTRACTORS ASSOCIATION

_____

ROBERT A. ESCHER, PRESIDENT

BUILDING CONTRACTORS & MASON BUILDERS ASS'N

_____

FRED J. DRISCOLL, JR., PRESIDENT

CHAIRMAN OF TRADE BOARD

_____

JOHN FALVELLA

1963

A G R E E M E N T

Between

MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK CITY, NEW YORK, as subscribed below, hereinafter known as the Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING ENGINEERS -- LOCAL NO. 15 - D affiliated with the A F L - C I O, WASHINGTON, D. C., hereinafter known as the Party of the Second Part.

* * * * * * * * * * * * * * * * * * * *

P R E A M B L E

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peace ful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on H E A V Y CONSTRUCTION WORK of Agreements as to the terms and conditions of employment, as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
54-B

DECLARATION OF PRINCIPLES.

Both Parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in H E A V Y CONSTRUCTION WORK, would further the interests of that Industry, and further believe that such a Uniform Agreement shall contain the following Principles :

1. That there shall be no limitations as to the amount of work a man shall perform during his working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during working hours.

5. That workmen are at li berty to work for whomsoever they see fit, but that they are entitled to and shll receive the wage agreed upon as hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by any Members of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLES OF AGREEMENT.

ARTICLE I.

THIS AGREEMENT is entered into this THIRTIETH (30th) DAY OF JUNE, 1963, by and between MEMBERS of THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and THE INTERNATIONAL UNION OF OPERATING ENGINEERS - - - - - - L O C A L # 1 5 - D, Party of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the the term hereof, the purposes of this Agreement as set forth in the Preamble. The Party of the First Part stipulates that any firm engaging in Heavy Construction Work in which it has or acquires a financial interest, shall be bound by the terms of this Agreement.

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY on H E A V Y CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as herein after defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized Branch of Contracting Work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed :

Section 1. The Parties of the First Part shall employ for the work under their contracts to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become Members in good standing in the Union during the term of this AGREEMENT. Such employment shall be under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including JUNE 3 0, 1 9 6 6, and during each year thereafter unless on or before the Fifteenth (15th) Day of March, 1966, or on or before the Fifteenth (15th) Day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either Party on the other Party.

In the event that written notice shall have been served, an Agree ment supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by June 30th of the year in which the notice shall have been served.

BEST COPY AVAILABLE

ARTICLE VI.

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees covered by this Agreement. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties hereto by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established :

(A) The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution.

SHOULD THIS FAIL - - -

(B) The matter will be submitted to an Arbitration Board, composed of two (2) representatives, not Members of the Party of the First Part, and two (2) representatives, not Members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C) Should this Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additional Member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and binding upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional Member shall be equally shared by the Parties to this dispute.

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO that the trade in possession of the work proceed with the job and the question in dispute be submitted by the trades to the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Part of the Second Part, will carry out this agreement in all details, regardless of whatever conditions and wages exist for Members of any other Local Union, whether or not employed in H E A V Y CONSTRUCTION WORK.

ARTICLE VIII

HEAVY CONSTRUCTION WORK where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

THIS AGREEMENT shall apply to qualified Employees, customarily and regularly engaged in FIELD SURVEY WORK, EXCLUDING Executive:Administrative: Supervisory:and Licensed Professionsl Engineers, and shall not apply to any FIELD SURVEY WORK BEYOND THE DIRECT CONTROL OF THE EMPLOYER.

The Union recognizes that Surveying Instruments are used by Superintendents and Other Supervisors, and agrees to NOT Interfere with such practice and custom, and further agrees that it will in no manner interfere with like practices and customs of other Unions affiliated with the AFL-CIO.

The Union agrees that Graduate Engineers and/or Engineering Trainees, may be employed under the wages and other conditions contained in this Agreement.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work.

Forty (40) hours shall constitute a week's work.

(b) A Single Shift shall be the continuous nine (9) hours, starting at 8 A.M., except when necessary to conform with the provisions of paragraph (a) of Section 4, including one (1) hour for meal time. The meal time may be curtailed by one-half (1/2) hour.

ARTICLE IX. (Contd)

Section 1. (Contd)

(c) When two (2) shifts are employed, the work period for each shift shall be the continuous eight (8) hours.

(d) When three (3) shifts are employed, each shift will work seven and one-half (7-1/2) hours but will be paid for eight (8) hours, one-half (1/2) hour being allowed for meal time.

(e) When two (2) or more shifts are employed, single time will be paid for each shift.

(f) A week shall start at 8 A.M. Monday and end at 8 A.M. Saturday, except when necessary to conform with the provisions of paragraph (a) of Section 4.

(g) When an Employee is ordered out and reports on a Saturday, Sunday or Holiday - - - - -

If his services are not used, he shall receive two (2) hours pay at the rate prescribed for that day.

If he works less than Four (4) Hours, he shall receive Four (4) Hours pay at the rate prescribed for that day.

If he works more than Four (4) Hours, he shall receive Eight (8) Hours pay at the rate prescribed for that day.

(h) All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days pay shall be held back, WAGES shall be paid at the EMPLOYER'S OPTION EITHER IN CASH OR BY CHECK provided - - -

(1) The check is a Todd Insured ABC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at least on the day preceding a banking day.

(2) The Employer has complied with the provisions of ARTICLE XII relating to BONDING.

If, for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

ARTICLE IX. (Contd)

Section 2. OVERTIME, HOLIDAYS, ETC.

(a) Time and one-half shall be paid for all work performed in excess of eight (8) hours per day for all work performed in excess of forty (40) hours per week, and for the first Eight (8) Hours of Work on SATURDAY.

Double Time shall be paid for all work in excess of eight (8) hours on Saturday, and for all work performed on Sundays and Holidays.

(b) HOLIDAYS to be observed as such are - - - -

NEW YEAR'S DAY : LINCOLN's BIRTHDAY :

WASHINGTON'S BIRTHDAY : MEMORIAL DAY :

INDEPENDENCE DAY : L A B O R DAY :

COLUMBUS DAY : ELECTION DAY :

ARMISTICE (VETERANS') DAY :

THANKSGIVING DAY AND CHRISTMAS DAY.

(c) All Employees covered by this Agreement shall receive Eight (8) Hours Pay at the SINGLE TIME RATE for any of the aforesaid Holidays, even if occurring on a SATURDAY.

If occurring on a SUNDAY, it shall be observed on the following M o n d a y.

If it is necessary for the Employees covered by this Agreement to work on any of the aforesaid Holidays, compensation shall be ONLY at the D o u b l e Time Rate.

(d) Where the work day ends at 8 A.M. on a Saturday, or a Sunday or a Holiday, the Party of the First Part may, at his discretion, define Saturdays, Sundays and Holidays as beginning at 8 A. M. of the Saturday, or the Sunday, or the Holiday, and continuing until 8 A.M. of the following day, except when necessary to conform to the provisions of paragraph (a) of Section 4.

ARTICLE IX. (Cont.)

Section 3. WAGES.

The rates of wages to be paid to Employees covered by this Agreement shall be as follows :

CLASSIFICATIONS	EFFECTIVE July 1 1963	EFFECTIVE Jan 1 1964	
Chief of Party	$180	$184	The UNION may ALLOCATE TO WAGES OR FRINGE BENEFITS the Increase of
Instrument Man	$150	$154	
Rodman : Chainman	$130	$134	15¢ per hour effective 7/1/64
			20¢ per hour effective 1/1/65
			20¢ per hour effective 7/1/65 to 6/30/66

It is agreed that the increases will be given to all Employees covered by This Agreement regardless of the fact that certain individual Employees were being paid over the minimum rate of their classification.

Section 4. CONDITIONS.

(a) It is understood and agreed that, because of certain Ordinances of the City of New York, governing certain operations, such as BLASTING, ETC., shift hours will be arranged to conform with such regulations, etc., and such shift work will be paid for at the SINGLE TIME RATES, in conformity with the terms contained in this Agreement.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by the Party of the First Part.

Section 3. THIS AGREEMENT shall be executed by both Parties hereto and countersigned by the duly authorized Officers of the International Body or Bodies governing the Local Unions constituting the Party of the Second Part.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1963 until and including JUNE 30, 1966, shall pay a sum equal to FOUR PER CENT (4%) of the pay roll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT WELFARE FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL #1 5 -D

to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 2. PENSION FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1963, to and including December 31, 1963 shall pay a sum equal to FIVE PER CENT (5%) : and beginning January 1, 1964 to and including JUNE 30, 1966, shall pay a sum equal to SIX PER CENT (6%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL # 1 5 - D

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

ARTICLE XII.

Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective funds. Bonds shall be in the following amounts :::

An Employer employing one (1) to ten (10) men . . . . . $ 5,000.

An Employer employing more than ten (10) men. . . . . .10,000.

With the exception that under unusual circumstances the amount of the SURETY BOND may be increased to. . . . . 25,000. when required by the Trustees of the Funds.

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in ARTICLE XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may remove its members from the work of such Employer. If such men who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

ARTICLE XII. (Contd)

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows ::

The stipulated percentage shall be applied only to the straight time wage rate.

It is further agreed that no contribution shall be required on the premium portion of wages.

ARTICLE XIII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provision of this Agreement shall be declared to be in vilation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF
the Parties hereto have
caused these presents to
be signed by their duly
authorized representatives.

For the Party of the Second Part For the Party of the First Part

THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL UNION # 15 - D

President

Secretary

Business Agent

IN BEHALF OF, AND AUTHORIZED
BY, THE FOLLOWING LISTED
MEMBERS (AS ATTACHED)
OF THE GENERAL CONTRACTORS
ASSOCIATION

By

THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
WASHINGTON, D. C, HEREWITH
APPROVES OF THE
JURISDICTION, TERMS AND
CONDITIONS EMBRACED BY THIS
AGREEMENT

BY
Regional Director
Region No. 1

By
PRESIDENT
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS.

ADDENDUM to AGREEMENT dated July 1, 1963, between MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF GREATER NEW YORK, Parties of the First Part (hereinafter referred to as the "Employer"), and LOCAL 15-D, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, Party of the Second Part (hereinafter referred to as the "Union");

WHEREAS, the Employer and the Union have negotiated certain changes in the above AGREEMENT affecting wages, overtime and vacations; RE TIMEKEEPERS;

NOW, THEREFORE, in consideration of mutual promises aforesaid, it is agreed between the parties as follows:

ARTICLE I

WAGES

Minimum Wages

Classifications	June 30, 1963	July 1, 1963	Jan. 1, 1964
Timekeeper	$150.00	$154.00 plus 1% Pension	$158.00 plus 1% Welfare
Asst. Timekeeper	$110.00	$114.00 plus 1% Pension	$118.00 plus 1% Welfare

July 1, 1964 - Increase of 15¢ per hour*

January 1, 1965 - 20¢ per hour

July 1, 1965 - 20¢ per hour

*The increases effective on July 1, 1964, January 1, 1965 and July 1, 1965 will be allocated in the discretion of the Union to Wages, increases in Welfare or Pension Fund contributions or otherwise as determined by the Union; Employer to be notified by the Union of such effective increases as to allocation at least one (1) month prior to effective date.

ARTICLE II

OVERTIME

Whenever Fifty Per Cent (50%) of the work force of the Employer covered by the Timekeeper and Assistant Timekeeper is ordered out to work, then overtime at the

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EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

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rate of time and one-half (1 and 1/2 hours) shall be paid to the Timekeeper and Assistant Timekeeper.

ARTICLE III

VACATIONS

Employees on the completion of one (1) year continuous service shall be given one (1) week vacation with pay. Vacation shall be assigned in the discretion of the Employer taking into consideration the conditions existing on the job site.

All other conditions and provisions of this Agreement shall remain in full force and effect.

ARTICLE IV

TERMINATION

The AGREEMENT dated July 1, 1963 and this ADDENDUM, as part thereof, shall remain in full force and effect until June 30, 1966.

IN BEHALF OF, AND AUTHORIZED BY,
THE FOLLOWING LISTED MEMBERS OF
THE GENERAL CONTRACTORS ASSOCIATION
OF GREATER NEW YORK

BY _____

GULL CONTRACTING CO., INC.
HORN CONSTRUCTION CO., INC.
TULLY & DINAPOLI, INC.

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION 15-D, AFL-CIO

_____
PRESIDENT

_____
SECRETARY

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AGREEMENT

BETWEEN

MEMBERS OF THE
GENERAL CONTRACTORS ASSOCIATION
OF NEW YORK CITY, NEW YORK

AND

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL No. 15-D

affiliated with the AFL-CIO, Washington, D.C.

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U. S. DIST. COURT
S. D. OF N. Y.

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AGREEMENT

BETWEEN

MEMBERS OF THE
GENERAL CONTRACTORS ASSOCIATION
OF NEW YORK CITY, NEW YORK

as subscribed below, hereinafter known as the
Party of the First Part

AND

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL No. 15-D

affiliated with the AFL-CIO

Washington, D.C., hereinafter known as the
Party of the Second Part

PREAMBLE

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays, and the results through them to the Employer of cost and expense, and to the Employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of the Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder; and further, in order to continue the custom and practice heretofore prevailing for many years on HEAVY CONSTRUCTION WORK of Agreements as to terms and conditions of employment as to the necessary procedure for amicable adjustment of all disputes or questions that may arise, and the foregoing purposes maintained, continued, brought about and accomplished.

DECLARATION OF PRINCIPLES

Both Parties to this Agreement believe that a Uniform Agreement, if adopted by the Employers and all Unions engaged in HEAVY CONSTRUCTION WORK, would further the interests of that Industry, and further believes that such a Uniform Agreement should contain the following principles:

1. That there shall be no limitations as to the amount of work a man shall perform during this working day, it being understood that the workman shall perform a fair and honest day's work.

2. That there shall be no restriction of the use of machinery, tools or appliances.

3. That there shall be no restriction of the use of any raw or manufactured materials, except prison made.

4. That no person shall have the right to interfere with workmen during working hours.

5. That workmen are at liberty to work for whomsoever they see fit, but that they are entitled to and shall receive the wage agreed upon as hereinafter set forth in this Agreement.

6. That the Employers are at liberty to employ and discharge whomsoever they see fit, and that the Party of the First Part shall at all times be the sole judge as to the work to

be performed and whether such work performed by any members of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLES OF AGREEMENT

ARTICLE I.

THIS AGREEMENT is entered into this THIRTIETH (30th) DAY OF JUNE, 1966, by and between MEMBERS of THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, who have entered into or may hereafter enter into this Agreement as Parties of the First Part, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #15-D, Party of the Second Part.

ARTICLE II.

It is understood that the Declaration of Principles, hereinbefore set forth, is a part of this Agreement and said Principles shall be complied with and govern all Parties hereto in the performance thereof as conditions of this Agreement. The Parties hereto enter into this Agreement and agree to carry out, conform to and comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the purposes of this Agreement as set forth

in the Preamble. The Party of the First Part stipulates that any firm engaging in Heavy Construction Work in which it has or acquires a financial interest, shall be bound by the terms of this Agreement.

ARTICLE III.

THIS AGREEMENT covers work done by Employers who are Parties of the First Part engaged in NEW YORK CITY on HEAVY CONSTRUCTION WORK, as hereinafter defined in ARTICLE VIII.

If any of the Parties of the First Part engage in any class of work not embodied in HEAVY CONSTRUCTION WORK, as hereinafter defined, both Parties shall comply with all the Union conditions then existing in that class of work.

ARTICLE IV.

It is hereby agreed that HEAVY CONSTRUCTION WORK is a specialized branch of contracting work separate and distinct from BUILDING ERECTION and, therefore, in consideration of the premises and in consideration of the Sum of One Dollar ($1.00) by each of the Parties hereto to the other in hand paid, the receipt of which is hereby acknowledged, it is further agreed:

Section 1. The Parties of the First Part shall employ for the work under their contracts

to be governed by this Agreement as provided in ARTICLE III, for the classifications of work listed in ARTICLE IX hereof, such workmen as they may designate, providing such workmen shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new employees, seven (7) days after the date of hiring, become Members in good standing in the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereinafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all Parties to this Agreement.

Section 2. Authorized representatives of the Union shall be allowed to visit jobs to interview Employers and Workmen, but shall in no way interfere with or hinder the progress of the work.

ARTICLE V.

THIS AGREEMENT shall continue in effect until and including JUNE 30, 1969, and during each year thereafter unless on or before the Fifteenth (15th) Day of March, 1969, or on or before the Fifteenth (15th) Day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either Party on the other Party.

In the event that written notice shall have been served, an Agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by June 30th of the year in which the notice shall have been served. In such supplemental agreements the total cost change for any labor classification from that contained in this Agreement shall be made on a percentage basis.

ARTICLE VI.

Section 1. It is hereby agreed that no question or dispute which may arise from any of the Parties hereto, shall be the occasion or cause of or for any lockout, strike or work stoppage. The Parties of the First Part expressly agree that they will not lockout their Employees covered by this Agreement. The Party of the Second Part expressly agrees not to strike or in other manner stop or hinder any work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both Parties agreeing to settle any question or dispute that may arise from any of the Parties by submitting same for determination as herein provided, with the express agreement that the Parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

Section 2. For the purpose of settling disputes between the Parties hereto as to any claims of violation of this Agreement or of any dispute that may arise in connection there-

with or for construing the terms and provisions thereof, the following procedure is established:

(A) The matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of The General Contractors Association who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution.

SHOULD THIS FAIL . . .

(B) The matter will be submitted to an Arbitration Board, composed of two (2) representatives, not Members of the Party of the First Part, and two (2) representatives, not Members of the Party of the Second Part. This Board shall meet within three (3) days of the receipt of the dispute and both Parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. As speedily as possible thereafter the Board shall make its decision.

(C) Should the Board of Four (4) fail to reach a decision, they shall select an additional member, not identified with the Construction Industry, or with Labor. If such selection is impossible, the additional Member, not identified with the Construction Industry, or with Labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five-man Arbitration Board shall render its decision.

Section 3. A decision made under any one of the above plans shall be final and binding upon all Parties to the dispute. Decision will be by majority vote. From the date the decision is made, it shall become part of this Agreement.

Section 4. Until any decision shall have been reached, neither Party to such dispute shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5. The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever Party they represent. The expenses and salary, if any, of the additional Member shall be equally shared by the Parties to this dispute.

ARTICLE VII.

Section 1. It is agreed that, where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the A.F.L.-C.I.O. that the trade in possession of the work proceed with the job and the question in dispute be submitted by the trades to

the Board Authorized for the Settlement of Jurisdictional Disputes for decision.

Section 2. In the event of any stoppage of work caused by any Union or Unions connected with the A.F.L.-C.I.O., the Parties of the First Part may pay off their men at the end of the work-day the stoppage occurs, and will not have to pay these men for any time during the period of the stoppage.

Section 3. It is agreed that the Union, Party of the Second Part will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in HEAVY CONSTRUCTION WORK.

ARTICLE VIII.

HEAVY CONSTRUCTION WORK where referred to in this Agreement, is hereby defined as the CONSTRUCTION OF ENGINEERING STRUCTURES, exclusive of the ERECTION OF BUILDINGS, which work is agreed to be a separate and distinct branch of the CONSTRUCTION INDUSTRY.

THIS AGREEMENT shall apply to qualified Employees, customarily and regularly engaged in FIELD SURVEY WORK, EXCLUDING Executive, Administrative, Supervisory, and Licensed Professional Engineers, and shall not apply to any FIELD SURVEY WORK BEYOND THE DIRECT CONTROL OF THE EMPLOYER.

The Union recognizes that Surveying Instruments are used by Superintendents and Other Supervisors, and agrees to NOT Interfere with such practice and custom, and further agrees that it will in no manner interfere with like practices and customs of other Unions affiliated with the AFL-CIO.

The Union agrees that Graduate Engineers and/or Engineering Trainees, may be employed under the wages and other conditions contained in this Agreement.

ARTICLE IX.

Section 1.

(a) Eight (8) hours shall constitute a day's work.

Forty (40) hours shall constitute a week's work.

(b) A single shift shall be the continuous nine (9) hours, starting at 8 A.M., EXCEPT when necessary to conform with the provisions of paragraph (a) of Section 4, including one (1) hour for meal time. The meal time may be curtailed by one-half (½) hour.

(c) When two (2) shifts are employed, the work period for each shift shall be the continuous eight (8) hours.

(d) When three (3) shifts are employed each shift will work seven and one-half

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(7½) hours but will be paid for eight (8) hours, one-half (½) hour being allowed for meal time.

(e) When two (2) or more shifts are employed, single time will be paid for each shift.

(f) A week shall start at 8 A.M. Monday and end at 8 A.M. Saturday, EXCEPT when necessary to conform with the provisions of paragraph (a) of Section 4.

(g) When an Employee is ordered out and reports on a Saturday, Sunday or Holiday . . .

If his services are NOT used, he shall receive two (2) hours pay at the rate prescribed for that day.

If he works LESS than Four (4) Hours, he shall receive FOUR (4) Hours pay at the rate prescribed for that day.

If he works MORE than Four (4) Hours, he shall receive EIGHT (8) Hours pay at the rate prescribed for that day.

(h) All wages payable under this Agreement shall become due and be paid on the job every week. Not more than three (3) days' pay shall be held back. . . . WAGES shall be paid at the EMPLOYERS' OPTION EITHER IN CASH OR BY CHECK, provided—

(1) The check is a Todd Insured ABC System Payroll Check or a SIMILAR TYPE OF CHECK, and that the delivery of the checks shall be made at least on the day preceding a banking day.

(2) The Employer has complied with the provisions of ARTICLE XII relating to BONDING.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

Section 2. OVERTIME, HOLIDAYS, etc.

(a) Time and one-half shall be paid for all work performed in excess of eight (8) hours per day; for all work performed in excess of forty (40) hours per week, and for the first Eight (8) Hours of Work on Saturday.

Double Time shall be paid for all work in excess of Eight (8) Hours on Saturday, and for all work performed on Sundays and Holidays.

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(b) HOLIDAYS to be observed as such are: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, ELECTION DAY, ARMISTICE (VETERANS') DAY, THANKSGIVING DAY and CHRISTMAS DAY.

(c) All Employees covered by this Agreement shall receive Eight (8) Hours Pay at the SINGLE TIME RATE for any of the aforesaid Holidays, even if OCCURRING ON A SATURDAY.

If occurring on a SUNDAY, it shall be observed on the following Monday.

If it is necessary for the Employees covered by this Agreement to work on any of the aforesaid HOLIDAYS, COMPENSATION shall be ONLY at the DOUBLE TIME RATE.

(d) Where the work day ends at 8 A.M. on a Saturday, or a Sunday or a Holiday, the Party of the First Part may, at his discretion, define Saturdays, Sundays and Holidays as beginning at 8 A.M. of the Saturday, or the Sunday, or the Holiday, and continuing until 8 A.M. of the following day, EXCEPT when necessary to conform to the provisions of Paragraph (a) of Section 4.

Section 3. WAGES

The rates of wages to be paid to Employees covered by this Agreement shall be as follows:

	EFFECTIVE — PER 40-HOUR WEEK				
CLASSIFICATIONS	July 1 1966	Jan. 1 1967	July 1 1967	Jan. 1 1968	July 1/68 June 30/69
CHIEF OF PARTY	$214.	$218.	$218.	$222.	$222.
INSTRUMENT MAN	$184.	$188.	$188.	$192.	$202.
RODMAN: CHAINMAN	$164.	$168.	$168.	$172.	$182.

It is agreed that the increases will be given to all Employees covered by this Agreement regardless of the fact that certain individual Employees were being paid over the minimum rate of their classification.

Section 4. CONDITIONS

(a) It is understood and agreed that, because of certain Ordinances of the City of New York governing certain operations, such as BLASTING, etc., shift hours will be arranged to conform with such regulations, etc. and such shift work will be paid for at the SINGLE TIME RATE in conformity with the terms contained in this Agreement.

ARTICLE X.

Section 1. THIS AGREEMENT and all its terms and provisions are based on an effort

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and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the Principles or Intent of this Agreement.

Section 2. The terms, covenants and conditions of this Agreement shall be binding upon all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by the Party of the First Part.

Section 3. THIS AGREEMENT shall be executed by both Parties hereto and countersigned by the duly Authorized Officers of the International Body or Bodies governing the Local Unions constituting the Party of the Second Part.

ARTICLE XI.

Section 1. WELFARE FUND CONTRIBUTION.

Each of the Parties of the First Part beginning as of July 1, 1966 until and including JUNE 30, 1969, shall pay a sum equal to FOUR PER CENT (4%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT WELFARE FUND OF THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCALS #14, 14-B, 15, 15-A, 15-D

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the NEW YORK STATE DISABILITY BENEFITS LAW. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 2. PENSION FUND CONTRIBUTION

Each of the Parties of the First Part beginning as of July 1, 1966 to and including JUNE 30, 1969, shall pay a sum equal to SIX PER CENT (6%) of the payroll of the Employees working under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

JOINT PENSION FUND OF THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCALS #14, 14-B, 15, 15-A, 15-D

to be administered by trustees, one-half of whom shall be designated by the Union, and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 3. VACATION FUND CONTRIBUTION

Each of the Parties of the First Part beginning JULY 1, 1967 to and including JUNE 30, 1969—shall pay a sum equal to THIRTY-FIVE CENTS (35¢) PER HOUR on each SINGLE TIME HOUR PAID.

FIFTY-TWO AND ONE-HALF CENTS (52½¢) per hour on each ONE AND ONE-HALF (1½) TIME HOUR PAID.

SEVENTY CENTS (70¢) PER HOUR ON EACH DOUBLE TIME HOUR PAID THE EMPLOYEES under this Agreement employed by them within the jurisdictional territory of the Union into a UNITED STATES TREASURY APPROVED

VACATION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 15, 15-A, 15-D

to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the Fifteenth (15th) Day of each month on wages earned in the preceding month.

Section 4. LIQUIDATED DAMAGES

Any Employer who fails to pay contributions when due, may be required to pay, in

addition, at annual rate of six per cent (6%) per annum as liquidated damages an amount equal to ten per cent (10%) of the amount due, and in addition the cost and expense of counsel commencing and prosecuting or participating in proceedings at law or in equity, including insolvency proceedings—A sum not to exceed One Thousand Dollars ($1,000) or five per cent (5%) of the amount found to be due, whichever sum is greater.

Section 5. Every present and future salaried regular employee of the Union and of the Welfare Fund and of the Pension Fund may participate in the benefits provided herein for Employees of each of the Parties of the First Part for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said Employees of the Union and of the Welfare Fund and of the Pension Fund by the respective Employers of said Employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Collective Bargaining Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare fund provided

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contributions on their behalf are made by Local Union 715.

Coverage for the Employees of the Joint Welfare Fund and Joint Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf.

ARTICLE XII.

Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective funds. Bond shall be in the following amounts:

An Employer employing 1 to 25 men . $10,000
An Employer employing 26 to 50 men — 15,000
An Employer employing more than 51 men ——— 25,000

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows:

The stipulated percentage shall be applied only to the single time wage rate.

It is further agreed that no contribution shall be required on the premium portion of wages.

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in ARTICLE XI of this Agreement and reasonable notice of such default is given

to the employer, the Union may remove its members from the work of such Employer. If such men who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

ARTICLE XIII.

Any provision of this Agreement which provides for Union Security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union Security, the Parties shall renegotiate any provisions concerning Union Security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their duly authorized representatives.

For the Party of the First Part.

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL #15-D
THOMAS A. MAGUIRE, President
DONALD F. RODGERS, Secretary
THOMAS MAGUIRE, JR., Business Agent

For the Party of the Second Part.

IN BEHALF OF, AND AUTHORIZED BY, THE FOLLOWING LISTED MEMBERS (AS ATTACHED) OF THE GENERAL CONTRACTORS ASSOCIATION.
By: JAMES B. MARTIN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, WASHINGTON, D.C., HEREWITH APPROVES OF THE JURISDICTION TERMS AND CONDITIONS EMBRACED BY THIS AGREEMENT.
By: HOWARD DALTON,
Regional Director, Region No. 1

By HUNTER P. WHARTON, President
The International Union of Operating Engineers.

[RE-TYPED FOR APPENDIX]

AMENDMENT

of the

AGREEMENT dated June 30, 1966

between

MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK CITY, NEW YORK

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL No. 15-D, affiliated with the AFL-CIO, Washington, D.C.

Amendment dated May 19, 1967, effective June 30, 1966

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EXHIBIT
U.S. DIST. COURT
S.D. OF N.Y.
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[RE-TYPED FOR APPENDIX]

AMENDMENT of the AGREEMENT dated June 30, 1966 between MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK CITY, NEW YORK, and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 15-D, AFL-CIO.

WHEREAS, the Parties to this Agreement have provided in ARTICLE XI, SECTION 5, that every present and future salaried regular employee of the Union and of the Welfare Fund and of the Pension Fund may participate in the benefits provided herein for Employees of each of the Parties of the First Part for whose benefit the contributions are made to the Welfare Fund and to the Pension Fund; and

WHEREAS, it is the intent of the Parties to include in addition thereto every present and future salaried regular employee of the VACATION FUND of LOCAL 15, 15A, 15D, INTERNATIONAL UNION OF OPERATING ENGINEERS; and

WHEREAS, the Parties have further provided in ARTICLE XII that the Union may remove its Members from the work of such Employee who is in default on payments to the Welfare and Pension Funds; and

WHEREAS, the Parties to this Agreement further provide that the Union may remove its Members from the work of such Employer who is also in default in payments to the VACATION FUND OF LOCAL 15, 15A, 15D, INTERNATIONAL UNION OF OPERATING ENGINEERS;

[RE-TYPED FOR APPENDIX]

NOW, THEREFORE, BE IT RESOLVED:

That ARTICLE XI, SECTION 5 and ARTICLE XII are hereby amended, effective as of June 30, 1966, to read as follows:

ARTICLE XI

"Section 5. Every present and future salaried regular employee of the Union and of the Welfare Fund, the Pension Fund and of the [Vacation Fund] of Local 15, 15A, 15D, International Union of Operating Engineers, may participate in the benefits provided herein for employees of each of the Parties of the First Part for whose benefit the aforementioned contributions are made to the Welfare Fund and to the Pension Fund, provided that contributions at the rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said employees of the Union, of the Welfare Fund, of the Pension Fund and of the [Vacation Fund] by the respective Union, Welfare Fund, Pension Fund and [Vacation Fund] on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Collective Bargaining Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in the benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Union #15.

Coverage for the employees of the Joint Welfare Fund and Joint Pension Fund may be indicated in the records of the respective Funds without actual payment of contributions on their behalf."

ARTICLE XII

"Every Employer covered by this Agreement shall provide a SURETY BOND to guarantee payment to the respective funds. Bond shall be in the following amounts:

An Employer employing 1 to 25 men	$10,000
An Employer employing 26 to 50 men	$15,000
An Employer employing more than 51 men	$25,000

[ ] new

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[RE-TYPED FOR APPENDIX]

It is agreed that the payments of contributions to the Welfare and Pension Funds as specified in ARTICLE XI shall be as follows:

The stipulated percentage shall be applied only to the single time wage rate.

It is further agreed that no contribution shall be required on the premium portion of wages.

Contributions to the Vacation Fund shall be in accordance with ARTICLE XI, Section 3.

Whenever an Employer is in default on payments to the Welfare Fund, Pension Fund and [Vacation Fund] referred to in ARTICLE XI of this Agreement and reasonable notice of such default is given to the employer, the Union may remove its members from the work of such Employer. If such men who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their duly authorized representatives.

May 19, 1967

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #15D

/s/
THOMAS A. MAGUIRE, President

/s/
DONALD F. RODGERS, Secretary

/s/
THOMAS MAGUIRE, JR., Business Agent

IN BEHALF OF, AND AUTHORIZED BY THE LISTED MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION (made part of the Agreement of June 30, 1966).

/s/
JAMES B. MARTIN

[ ] new

[RE-TYPED FOR APPENDIX]

T I M E K E E P E R S

AGREEMENT dated as of JULY 1, 1966 between Members, as subscribed below, of THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, N.Y., Parties of the First Part, and LOCAL UNION #15-D of the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, Party of the Second Part.

WHEREAS, the Employers and the Union have negotiated certain changes in the previous AGREEMENT affecting wages, overtime and vacation: RE T I M E K E E P E R S.

NOW, THEREFORE, in consideration of mutual promises aforesaid, it is agreed between the Parties as follows:

ARTICLE I

W A G E S

CLASSIFICATION	EFFECTIVE - per 40 hour week				
	7-1-66	1-1-67	7-1-67	1-1-68	7-1-68 to 6-30-69
Timekeeper----------	$188.	$192.	$192	$196.	$206.
Assistant Timekeeper---------	$148.	$152.	$152.	$156.	$168.

CONTRIBUTIONS TO FRINGES

	7-1-66	1-1-67	7-1-67	1-1-68	7-1-68 to 6-30-69
Welfare Fund----------	4 % of Wages at Single Time Rate				
Pension Fund	6 % of Wages at Single Time Rate				

NO CONTRIBUTIONS WILL BE REQUIRED ON PREMIUM PORTION OF WAGES!

Vacation Fund	E F F E C T I V E		
	7-1-66	1-1-68	7-1-68 to 6-30-69
Per Hour on Single Time Hours Worked----------	$ .35	$ .35	$ .35
Per Hour on Overtime Hours Worked	$ .52-1/2	$ .52-1/2	$ .52-1/2

[RE-TYPED FOR APPENDIX]

ARTICLE II.

Whenever fifty per cent (50%) of the work force of the Employer covered by the Timekeeper and/or Assistant Timekeeper is ordered out to work, then overtime at the rate of time and one-half (1 and 1/2 hours) shall be paid to the Timekeeper and/or Assistant Timekeeper.

ARTICLE III.

T E R M O F A G R E E M E N T.

THIS AGREEMENT shall remain in full force and effect from JULY 1, 1966 to and including JUNE 30, 1969.

For the Party of the Second Part	For the Party of the First Part
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION # 15-D, AFL-CIO	IN BEHALF OF, AND AUTHORIZED BY, THE FOLLOWING LISTED MEMBER OF THE GENERAL CONTRACTORS ASSOCIATION, NEW YORK, N.Y.
---------- PRESIDENT	BY----------
---------- SECRETARY.	GULL CONTRACTING CO., INC.
	HORN CONTRUCTION CO., INC.
	TULLY & DI NAPOLI, INC.

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
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AGREEMENT made this 1st day of July 1969 by and between the Members of The General Contractors Association of New York, Inc. (hereinafter "G.C.A.") who are signatories to this Agreement (hereinafter "Employer") and the International Union of Operating Engineers, Local Union 15-D, AFL-CIO (hereinafter "Union").

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Purposes - Declaration of Principles

Section 1 - Purposes

The purposes for which this Agreement is entered into are as follows:

(a) prevent strikes and lockouts;

(b) facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union;

(c) prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer, and Union, and the loss of wages to the Employee;

(d) enable the Employer to secure at all times sufficient forces of skilled workmen;

(e) provide as far as possible for the continuous employment of labor;

(f) provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon;

(g) bring about stable conditions in the Industry;

(h) keep costs of work in the Heavy Construction Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;

(i) continue the custom and practice heretofore prevailing for many years on heavy construction work, of agreement as to the terms and conditions of employment, and as to the necessary procedure for amicable adjustment of all disputes or questions that may arise.

Section 2 - Declaration of Principles

Both parties to this Agreement acknowledge that this Agreement is the uniform agreement for the Heavy Construction Industry and its execution will further the interests of said Industry. This Agreement will be interpreted under the following principles:

(a) that there shall be no limitations as to the amount of work an Employee shall perform during his working day, it being understood that said Employee shall perform a fair and honest day's work, within the limits of safety;

(b) that there shall be no restriction on the use of machinery, tools or appliances, within the limits of safety;

(c) that there shall be no restriction on the use of any raw or manufactured materials, except prison-made;

(d) that no person shall have the right to interfere with Employees or workmen during the working hours;

(e) that Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages agreed upon as hereinafter set forth in this Agreement;

(f) that Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by an Employee is, or is not, satisfactory;

(g) that G.C.A., Employer and the Union agree that they have not, and will not discriminate because of race, creed, color, or nationality against any individual. In furtherance of these efforts, the parties agree to fully participate in the program of the New York Building and Construction Industry Board of Urban Affairs Fund.

Section 3 - Completeness of Agreement

It is understood that the Purposes and Declaration of Principles, herein set forth, are a part of this Agreement and said Purposes and Principles govern all parties hereto in the performance thereof and shall be complied with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform and to comply with its terms and provisions as provided and set forth by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

ARTICLE II

Jurisdiction

This Agreement covers work performed by the Employer in New York City on Heavy Construction Work, as hereinafter defined in Article VIII.

If the Employer engages in any class of work not embodied in Heavy Construction Work, as hereinafter defined, both parties shall comply with all of the Union conditions then existing in that class of work.

ARTICLE III

Union Security - Union Visitation

Section 1 - Union Security

The Employer shall employ for the work under its contract to be governed by this Agreement as provided in Article II, for the classifications of work listed in Article IX hereof, such Employees as it may designate, providing said Employees shall, as a condition of employment, seven (7) days after the date of execution of this Agreement, or in the case of new Employees, seven (7) days after the date of hiring, become Members in good standing of the Union during the term of this Agreement. Such employment shall be under the terms, conditions and rates of wages hereafter provided, which terms, conditions and rates of wages have been arrived at and determined through bona fide collective bargaining between all parties to this Agreement.

Section 2 - Union Visitation

Authorized representatives of the Union shall be allowed to visit jobs, and interview the Employer and Employees covered by this Agreement, but shall in no way interfere with or hinder the progress of the work.

ARTICLE IV

Term - Renewal

This Agreement shall continue in effect until and including June 30, 1972, and during each year thereafter unless on or before the fifteenth (15th) day of March 1972, or on or before the fifteenth (15th) day of March of any year thereafter, written notice of termination or proposed changes shall have been served by either party on the other party.

In the event that written notice shall have been served, an agreement supplemental hereto, embodying such changes agreed upon, shall be drawn up and signed by June 30th of the year in which the notice shall have been served.

ARTICLE V

Disputes

Section 1 - No Lockout, Strike, Work Stoppage

It is hereby agreed that no question or dispute or breach of this Agreement which may be caused by any of the parties hereto, shall be the occasion for or cause of any lockout, strike or work stoppage. The Employer expressly agrees that it will not lockout its Employees covered by this Agreement. The Union expressly agrees not to strike or in any other manner stop or hinder work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts or work stoppages, both parties agreeing to settle any question or dispute that may arise from any of the parties hereto by submitting same for determination as herein provided, with the express agreement that the parties hereto will honor, obey, be bound by and carry out such decision or determination upon any

question or dispute which may be submitted.

Section 2 - Procedures of Grievance - Arbitration

For the purpose of settling disputes between the parties hereto as to any claims of violation of this Agreement, or of any dispute or breach that may arise in connection therewith, or for construing the terms and provisions thereof, the following procedure is established:

(a) the matter shall be immediately reported by the Employer, or by the Union, to the Director of Labor Relations of the G.C.A., who will promptly arrange a meeting between the Employer and Representatives of the Union in an effort to reach an amicable solution. If the matter is not resolved thereby, then;

(b) the matter will be submitted to an Arbitration Board, composed of two (2) representatives, not employed by the Employer, and two (2) other representatives, not employed by the Union. This Board shall meet within three (3) days of the submission to it of the dispute by either party and both parties to the dispute shall be notified of the time and place of such meeting and shall be given full opportunity to be heard in connection with the matter. Said Board shall make its decision as speedily as possible thereafter;

(c) should the Arbitration Board of four (4) fail to reach a decision, they shall select an additional Member, not identified with the Construction Industry, or with Labor. If such selection is not made within a reasonable time, the additional Member will be designated by the Chairman of the New York State

remove the Employees from the work of said Employer. If said Employer

Mediation Board. This five-member Arbitration Board shall render its decision as speedily as possible thereafter.

Section 3 - Finality of Decision

A decision made under any one of the above procedures in Section 2 (a), (b), and (c) shall be final and binding upon all parties. This decision will be by majority vote and it shall become part of this Agreement from the date the decision is rendered.

Section 4 - Status Quo

Until a decision shall have been rendered, neither party shall take any action of any character as to the complaint, statement or matter in question.

Section 5 - Expenses

The expenses and salary, if any, of representatives serving as Members of the Arbitration Board shall be paid by whichever party they represent. The expenses and salary, if any, of the additional Member shall be shared equally by the parties.

ARTICLE VI

Jurisdictional Disputes

Section 1 - No Work Stoppage

It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the trades to the Board Authorized for Settlement of Jurisdictional Disputes for decision.

Section 2 - Termination of Employment During Work Stoppage

In the event of any stoppage of work caused by any Union or

within the area affected with the A.F.L.-C.I.O., the Employer may pay off its Employees at the end of the work day on which the stoppage occurs, and will not have to pay these Employees for any time during the period of the work stoppage.

ARTICLE VII

Other Union Agreements

It is agreed that the Union will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in Heavy Construction Work.

ARTICLE VIII

Heavy Construction Work - Employees Covered

Section 1 - Heavy Construction Work

Heavy Construction Work where referred to in this Agreement, is hereby defined as the Construction of Engineering Structures and Building Foundations, exclusive of the Erection of Buildings, since this latter work is agreed to be a separate and distinct branch of the Construction Industry.

Section 2 - Employees Covered

This Agreement is applicable to qualified Employees customarily and regularly engaged in field survey work, and shall not apply to any field survey work beyond the control of the Employer. The Union agrees that it will not interfere with customs and practices of the Heavy-Building Construction Industry. Instruments such as transit, level, theodolite, lazer

when used as an instrumented, and piezometer when instrumented, and fathometer will be manned by Employees covered by this Agreement.

ARTICLE IX

Wages and Conditions

Section 1 - Hours of Work

Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work.

At the commencement of employment an Employee will be paid for days actually worked in the payroll week. At the termination of employment, an Employee will be paid for days actually worked in the payroll week. If an Employee is laid off from his work assignment and rehired within five (5) consecutive working days for the same work assignment, said Employee shall be paid for the actual working days for which he was not employed, if he was not employed by another Employer during the layoff period.

Section 2 - Shifts

(a) A single shift shall be a continuous nine (9) hours, starting at 8:00 a.m., except when necessary to conform with the provisions of this Article IX, Section 7, including one (1) hour for mealtime. The mealtime may be curtailed by one-half (1/2) hour.

(b) When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours.

(c) When three (3) shifts are employed, each shift will work seven and one-half (7-1/2) hours but will be paid for eight (8) hours, since only one-half (1/2) hour is allowed for mealtime.

(d) When two (2) or more shifts are employed, single time will be paid for each shift.

(c) A week shall start at 8:00 a.m. Monday and end at 8:00 a.m. Saturday, except when necessary to conform with the provisions of this Article IX, Section 7, Subdivision (a).

(3) When an Employee is ordered out and reports on a Saturday, Sunday or holiday:

he shall receive two (2) hours' pay at the appropriate rate for that day if his services are not used;

he shall receive four (4) hours' pay at the appropriate rate for that day if he works less than four (4) hours;

he shall receive eight (8) hours' pay at the appropriate rate for that day if he works more than four (4) hours.

Section 3 - Payment of Wages

All wages payable under this Agreement shall become due and be paid on the job every week and not more than three (3) days' pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check, provided:

(a) the check is a Todd Insured ABC System Payroll Check or a similar type of check, and the delivery of the checks shall be made at least one (1) day preceding a banking day;

(b) the Employer has complied with the provisions of Article XII relating to Bonding;

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of the termination of his employment, otherwise waiting time shall be charged for accrued wages. If any

Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

Section 4 - Overtime

Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week, and for the first eight (8) hours of work on Saturday.

Double time shall be paid for all work in excess of eight (8) hours on Saturday, and for all work performed on Sundays and holidays.

Section 5 - Holidays

Holidays to be observed as such are:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Armistice Day (Veterans' Day)
Memorial Day (Decoration Day)	Thanksgiving Day
Independence Day (4th of July)	Christmas Day
Labor Day	

(a) All Employees covered by this Agreement shall receive eight (8) hours' pay at the single time rate for any of the above-mentioned holidays even if occurring on a Saturday. If an above-mentioned holiday occurs on a Sunday, it should be observed on the following Monday.

If any above-mentioned holiday occurs on a Saturday, Employees except for Employees manning continuous operations shall not perform any work on said Saturday, without the prior permission of a Union Business Representative rendered to the Employer, and such permission shall not be unreasonably denied.

If it is necessary for the Employees covered by this Agreement to work on any of the above-mentioned holidays, even if the holiday occurs on a Saturday or Sunday, compensation shall be only at the double time rate, and at the rate of triple time when working with members of the Laborers International Union of North America, AFL-CIO (hereinafter "Laborers International") employed on tunnel work when said members of the Laborers International are so paid triple time.

To be paid for any of the above-mentioned holidays without working, Employees must work at least one (1) day in the payroll week in which the holiday occurs. No Employee shall receive pay for any holiday from more than one (1) Employer.

(b) Where the workday ends at 8:00 a.m. on a Saturday, or a Sunday, or a holiday, the Employer may, at his discretion, define Saturdays, Sundays and holidays as beginning at 8:00 a.m. of the Saturday, or the Sunday, or the holiday, and continuing until 8:00 a.m. of the following day, except when necessary to conform to the provision of Paragraph (a) of Section 7 of this Article IX.

Section 6 - Wages

The rates of wages to be paid to Employees covered by this Agreement shall be as follows:

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PENDIX

A G R E E M E N T, dated July 1, 1969, between THE CEMENT LEAGUE and the BUILDING CONTRACTORS' & MASON BUILDERS' ASSOCIATION OF GREATER NEW YORK, INC., hereinafter

[illegible]:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 6/30/72
Weekly	$243.20	$256.00	$270.00	$292.80	$334.00

INSTRUMENT MAN:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 6/30/72
Weekly	$212.00	$222.80	$235.20	$255.60	$291.60

RODMAN: CHAINMAN:

Effective Date	7/1/69	1/1/70	7/1/70	1/1/71	7/1/71 to 6/30/72
Weekly	$190.80	$200.80	$212.00	$230.40	$263.20

It is agreed that the Union may reduce the wage rate set forth above for the period of July 1, 1971 to July 1, 1972 and reallocate the amount of said reduced wage rate into fringe benefits, after notifying in writing The General Contractors Association of New York, Inc. sixty (60) days before said reallocation is to become effective.

It is agreed that the amount of wage increases set forth in this Agreement, and as between this Agreement and the prior Agreement will be given to all Employees covered by this Agreement regardless of the fact that certain individual Employees are being paid over the minimum rate of their classification.

Section 7 - Conditions

(a) It is understood and agreed that, because of certain ordinances of the City of New York governing certain operations, such as Blasting, etc., shift hours will be arranged to conform

with such a shift, that such shift work will be paid for at the single time rates, in conformity with the terms contained in this Agreement.

(b) Each field party shall have a working Chief of Party who shall perform any work function as provided for under this Agreement which may be assigned to him.

(c) If an Employer designates an Employee other than a driller to keep progress reports with respect to a drilling machine utilized on caissons, said Employee shall be covered by this Agreement.

ARTICLE X

Intent of Agreement

Section 1 - Spirit of Agreement

This Agreement and all of its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the principles or intent of this Agreement.

Section 2 - Binding Subcontractors and Other Firms

The terms, covenants and conditions of this Agreement shall be binding upon all Subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employer.

The Employer stipulates that any firm engaging in Heavy Construction Work in which it has or acquires a financial interest, shall be bound by all of the terms and conditions of this Agreement.

Section 1 - [illegible]

This Agreement shall be executed by both parties hereto and countersigned by the duly authorized officers of the International body or bodies governing the Local Union.

ARTICLE XI

Fringe Benefit Funds

Section 1 - Welfare Fund Contribution

Commencing July 1, 1969 and continuing through June 30, 1972, the Employer agrees to pay a sum equal to five (5%) per cent of the straight time payroll of the Employees covered under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Welfare Fund of the International Union of Operating Engineers, Locals 14, 14-B, 15, 15-A, 15-C, 15-D (hereinafter "Welfare Fund"), to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employer. Said Welfare Fund shall provide, without further contribution from either the Employer or the Employee, an approved plan of coverage as required by the New York State Disability Benefits Law. Contributions shall be made on or before the fifteenth (15th) day of each month on wages earned during the preceding month.

Section 2 - Pension Fund Contribution

Commencing as of July 1, 1969 and continuing through June 30, 1972, the Employer agrees to pay a sum equal to five (5%) per cent of the straight time payroll of the Employees working under this Agreement employed within the jurisdictional territory of the Union into a United States Treasury-approved Joint Pension Fund of the International Union of

and discharge whomsoever they see fit and the Party of the

Operating Engineers Local Unions 14, 14-B, 15, 15-A, 15-C, 15-D (hereinafter "Pension Fund") to be administered by trustees, one-half of whom shall be designated by the Union and one-half by the Employers. Contributions shall be made on or before the fifteenth (15th) day of each month on the wages earned during the preceding month.

Section 3 - Computation and Additional Coverage

(a) Computation of Welfare and Pension Fund Contributions

Contributions for the Welfare and Pension Funds as provided for herein shall be at the stipulated percentage applied only to the straight time payroll of each Employee, and no contribution shall be made on the premium portion of double time or overtime of the payroll, or on the contributions to the Vacation Fund, Apprenticeship Skill Improvement and Safety Fund, New York Building and Industry Board of Urban Affairs Fund, and Heavy Construction Industry Promotion Fund as provided for in this Article XI, Sections 4 through 8.

(b) Coverage of Additional Employees Under the Welfare and Pension Funds

Every present and future salaried regular employee of the Union, Welfare Fund, Pension Fund, along with the Vacation Fund and Apprentice Fund, the latter two being hereinafter provided for in Sections 4 and 5, respectively, of this Article XI, may participate in the benefits provided herein for Employees of the Employer for whose benefit the aforementioned contributions are

made to the Welfare Fund and to the Pension Fund, provided that contributions at the percentage rates hereinbefore stated are made to the Welfare Fund and to the Pension Fund for or on behalf of said Employees of the Union, Welfare Fund, Pension Fund, or Vacation Fund and Apprentice Fund, by the respective Employers of said Employees on the basis of the actual wages paid to them or the maximum wage rate required to be paid pursuant to this Agreement, whichever is lower.

The Regional Director of the International Union of Operating Engineers for the New York District and his staff may participate in benefits under the Joint Welfare Fund provided contributions on their behalf are made by Local Unions 14, 15, 15-A.

Coverage for the Employees of the Welfare Fund and Pension Fund may indicated in the records of the respective Funds without actual payment of contributions on their half having been made.

Section 4- Vacation Fund Contribution - Locals 15, 15-A, 15-D

Commencing July 1, 1969, and continuing through June 30, 1972, the Employer agrees to pay the sum of:

thirty-five (35¢) cents per hour for each single time hour paid;

seventy (70¢) cents per hour for each double time hour paid;

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 15-D, in stamps purchased from a United States Treasury-approved International Union of Operating

Engineers Locals 15, 15-A, 15-D (hereinafter "Locals 15, 15-A, 15-D Vacation Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be cashed by Locals 15, 15-A, 15-D Vacation Fund at such times as designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amounts or amounts as the Trustees of Locals 15, 15-A, 15-D Vacation Fund may determine, as well as for the organization and administration of the Locals 15, 15-A, 15-D Vacation Fund. The Locals 15, 15-A, 15-D Vacation Fund shall be administered jointly by an equal number of representatives of Locals 15, 15-A, 15-D and of the Employers, pursuant to an Agreement and Declaration of Trust.

Section 5 - Apprentice Bond

Commencing January 1, 1970 and continuing through June 30, 1972, the Employer agrees to pay the sum of:

five (5¢) cents per hour for each single time hour paid;

ten (10¢) cents per hour for each double time hour paid;

to each Employee covered by this Agreement working under the classification and territorial jurisdiction of Local 15-D in stamps purchased from a United States Treasury-approved International Union of Operating Engineers, Locals 15, 15-A, 15-D Apprenticeship Skill Improvement and Safety Fund (hereinafter "Apprentice Fund"). Said stamps are to be placed in the Employee's weekly pay envelope, and shall be remitted to the Apprentice Fund by the Employee at such times as are designated by the Trustees. Contributions of the Employer shall be used exclusively to provide benefits in such amount or amounts as the Trustees of the

Apprentice Fund may determine, as well as for the organization and administration of the Apprentice Fund. The Apprentice Fund shall be administered jointly by an equal number of representatives of Locals 15, 15-A, 15-D and of the Employers, pursuant to an Agreement and Declaration of Trust.

Section 6 - Combined Stamp

The method of payment to the Vacation Fund and Apprentice Fund shall be by the purchase of a consolidated stamp.

Section 7 - Interest - Costs - Liquidated Damages

If an Employer fails to pay contributions as provided for in Sections 1, 2, 4 and 5 of this Article XI when due, said Employer may be required to pay on any amount adjudged due and unpaid:

(a) annual interest at six (6%) per cent;

(b) attorney's fees for commencing and prosecuting a proceeding at law or in equity, including insolvency proceedings but not to exceed one thousand $1,000.00) dollars, or five (5%) per cent of any amount adjudged due and unpaid, whichever sum is greater;

(c) liquidated damages in the amount of ten (10%) per cent.

Section 8 - New York Building and Construction Industry Board of Urban Affairs Fund

Commencing July 1, 1969 every Employer shall contribute one (1¢) cent per hour for every hour paid by the Employees covered by this Agreement to the New York Building and Construction Industry Board of Urban Affairs Fund.

Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the New York Building and Construction Industry Board of Urban Affairs Fund and by all By-Laws adopted to regulate said Fund.

Section 9 - Heavy Construction Industry Promotion Fund

Commencing January 1, 1970 every Employer shall contribute one (1¢) cent per hour for every hour paid by the Employees covered by this Agreement to the Heavy Construction Industry Promotion Fund.

Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Heavy Construction Industry Promotion Fund and by all By-Laws adopted to regulate said Fund.

ARTICLE XII

Surety Bond

Surety Bond

Every Employer covered by this Agreement shall provide a Surety Bond to guarantee payment of contributions to the Funds as provided for in Article XI, Sections 1, 2, 4 and 5. Said Surety Bond shall be in the following amounts:

an Employer employing 1 to 25 Employees	$10,000
an Employer employing 26 to 50 Employees	$15,000
an Employer employing more than 51 Employees	$25,000

ARTICLE XIII

Work Stoppage for Default in Welfare and Pension Contributions

Whenever an Employer is in default on payments to the Welfare and Pension Funds referred to in Article XI of this Agreement and reasonable notice of such default is given to the Employer, the Union may

remove the Employees from the work of said Employer. If said Employees who are removed remain on the work during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

ARTICLE XIV

Legality

Any provision of this Agreement which provides for urban security or employement in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. If it understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is or are determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to union security, the parties shall renegotiate any provisions concerning union security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder signed this Agreement by their duly authorized representatives, the day and year first above written.

[RE-TYPED FOR APPENDIX]

The International Union of Operating Engineers - Local Union #15-D, AFL-CIO

/s/ Thomas A. Maguire
President

/s/ William H. Keenan
Secretary

/s/ Thomas Maguire, Jr.
Business Delegate

The International Union of Operating Engineers, Washington, D.C., herewith approves of the jurisdiction, terms and conditions embraced by this Agreement.

By _____
Regional Director
Region No. 1

By _____
President
The Internatonal Union of
Operating Engineers

For and on behalf of, and authorized by, the Members of The General Contractors Association of New York, Inc. whose names are attached hereto in Exhibit I

By /s/ _____

Agreement

between

MEMBERS OF THE CEMENT LEAGUE, BUILDING CONTRACTORS AND MASON BUILDERS ASSOCIATION, AND METROPOLITAN BUILDING CONTRACTORS ASS'N

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 15D

—

July 1, 1966 to June 30, 1969

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EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
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employment become and remain members in good standing in the Union.

SECTION 4. The Union or its representatives shall not order a strike or stoppage of work nor shall the employees strike against any employer or collectively leave the work of an employer, nor shall any employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes as provided for in Article X.

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is first given to the Secretary of the Trade Association involved, in accordance with the requirements of the general arbitration plan, referred to in Article IX, Section 1.

SECTION 5. The Employers are at liberty to employ and discharge whomsoever they see fit and the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by a member of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLE III

TERRITORY COVERED

SECTION 1. This Agreement shall apply to building construction work in New York City,

A G R E E M E N T dated July 1, 1963, between THE BUILDING CONTRACTORS EMPLOYERS ASSOCIATION, INC., hereinafter known as Party of the First Part

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL No. 15-D, affiliated with the AFL-CIO, Washington, D. C., hereinafter known as the Party of the Second Part.

ARTICLE 1

OBJECT

SECTION 1. To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as employer and employee, and to provide for the adjustment of disputes between trades.

ARTICLE II

PRINCIPLES

SECTION 1. The amount of work a man may perform shall not be restricted by the Union or by its representatives, officers or members, and the use of machinery, tools, appliances, or methods shall not be restricted or interfered with under the terms of this Agreement.

SECTION 2. The business representatives of the Union shall have access to the work at all times. They shall comply with all general conditions, of the job regarding passes, entrances to be used, etc.

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SECTION 3. The Employers recognized the Union as a source for the procurement of skilled Line & Grade Men and the Union agrees to furnish such Line & Grade Men when requested by the Employers. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on the 7th day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the 7th day following the beginning of such employment become and remain members in good standing in the Union.

SECTION 4. The Union or its representatives shall not order a strike or stoppage of work nor shall the employees strike against any employer or collectively leave the work of an employer, nor shall any employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes as provided for in Article X.

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is given to the Secretary of the Trade Association involved, in accordance with the requirements of the general arbitration plan, referred to in Article IX, Section 1.

SECTION 5. The Employers are at liberty to employ and discharge whomsoever they see fit and the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by a member of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

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A G R E E M E N T, dated July 1, 1969, between THE CEMENT LEAGUE and the BUILDING CONTRACTORS' & MASON BUILDERS' ASSOCIATION OF GREATER NEW YORK, INC., hereinafter known as Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL No. 15-D, affiliated with the AFL-CIO, Washington, D.C., hereinafter known as the Party of the Second Part.

ARTICLE I

OBJECT

SECTION 1. To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as employer and employee, and to provide for the adjustment of disputes between trades.

ARTICLE II

PRINCIPLES

SECTION 1. The amount of work a man may perform shall not be restricted by the Union or by its representatives, officers or members, and the use of machinery, tools, appliances, or methods shall not be restricted or interfered with under the terms of this Agreement.

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notice is given to the Secretary of the Trade Association involved, in accordance with thd requirements of the general arbitration plan, referred to in Article IX, Section 1.

SECTION 5. The Employers are at liberty to employ and discharge whomsoever they see fit and the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by a member of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLE III

TERRITORY COVERED

SECTION 1. This Agreement shall apply to building construction work in New York City, i.e., Boroughs of Manhattan, Bronx, Richmond, Queens and Brooklyn.

ARTICLE IV

WORK COVERED

SECTION 1. BUILDING CONSTRUCTION where referred to in this Agreement is hereby defined as the ERECTION OF BUILDING PROJECTS.

SECTION 2. This Agreement shall apply to qualified employees, customarily and regularly engaged in Line and Grade work as a trade.

SECTION 3. The Union will not interfere with the practices and customs of other Unions affiliated with the AFL-CIO and further shall not interfere with the work of Registered Surveyors without limiting the right of the Union to organize such Registered Surveyors.

Employers reserve the right to subcontract Line & Grade work to Contractors who are in a collective bargaining

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AGREEMENT dated July 1, 1966, between MEMBERS OF THE CEMENT LEAGUE, BUILDING CONTRACTORS AND MASON BUILDERS ASSOCIATION, AND METROPOLITAN BUILDING CONTRACTORS ASSOCIATION, affiliated with the BUILDING TRADES EMPLOYERS' ASSOCIATION OF THE CITY OF NEW YORK, hereinafter known as Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL No. 15-D, affiliated with the AFL-CIO, WASHINGTON, D.C., hereinafter known as the Party of the Second Part.

ARTICLE I

OBJECT

Section 1. To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as employer and employee, and to provide for the adjustment of disputes between trades.

ARTICLE II

PRINCIPLES

Section 1. The amount of work a man may perform shall not be restricted by the Union, nor by its representatives, officers or members, and the use of machinery, tools, appliances, or methods shall not be restricted or interfered with under the terms of this Agreement.

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arbitration plan, referred to in Article IX, Section 1.

Section 5. The Employers are at liberty to employ and discharge whomsoever they see fit and the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by a member of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLE III

TERRITORY COVERED

Section 1. This Agreement shall apply to building construction work in New York City, i.e., Boroughs of Manhattan, Bronx, Richmond, Queens and Brooklyn.

ARTICLE IV

WORK COVERED

Section 1. BUILDING CONSTRUCTION where referred to in this Agreement is hereby defined as the ERECTION OF BUILDING PROJECTS.

Section 2. This Agreement shall apply to qualified employees, customarily and regularly engaged in line and grade work as a trade, profession or career. The Union recognizes that Surveying instruments are further used by Executive, Administrative and Supervisory personnel on a temporary and occasional basis. The Union further agrees that surveying instruments are also used by engineering trainees. An Engineering Trainee is defined as a permanent employee who, because of education, background, leadership ability, or other special talents, is accepted into a bona fide Company Management Development Program, one phase of which is Line & Grade Work. The Union agrees that it will not interfere with the

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Between

MEMBERS OF THE CEMENT LEAGUE, affiliated with the BUILDING TRADES EMPLOYERS' ASSOCIATION of the CITY OF NEW YORK, hereinafter known as Party of the First Part

A n d

THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL NO. 15-D, affiliated with the AFL - CIO, WASHINGTON, D.C., hereinafter known as the Party of the Second Part

* *

ARTICLE I

Object

SECTION 1. To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as employer and employee, and to provide for the adjustment of disputes between trades.

ARTICLE II

Principles

SECTION 1. The amount of work a man may perform shall not be restricted by the Union nor by its representatives, officers or members, and the use of machinery, tools, appliances, or methods shall not be restricted or interfered with under the terms of this Agreement.

SECTION 2. The business representatives of the Union shall have access to the work at all times. They shall comply with all general conditions of the job regarding passes, entrances to be used, etc.

SECTION 3. The employers recognize the Union as a source for the procurement of skilled Line & Grade Men and agree to employ such workers who are members of the Union or who become members thereof seven days after the commencement of their employment and the Union agrees to furnish such workers when requested by the Employers. Such workers shall thereafter maintain ther membership in good standing.

SECTION 4. The Union or its representatives shall not order a strike or stoppage of work nor shall the employees strike against any employer or collectively leave the work of an employer nor shall any employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes as provided for in Article X.

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ENGINEERS LOCAL #15-D

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is first given to the Secretary of the Trade Association involved, in accordance with the requirements of the general arbitration plan, referred to in Article IX, Section 1.

SECTION 5. The Employers are at liberty to employ and discharge whomsoever they see fit and the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by a member of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLE III

Territory Covered

SECTION 1. This Agreement shall apply to building construction work in New York City, i.e., Boroughs of Manhattan, Bronx, Richmond, Queens and Brooklyn.

ARTICLE IV

Work Covered

SECTION 1. BUILDING CONSTRUCTION where referred to in this Agreement is hereby defined as the ERECTION OF BUILDING PROJECTS.

SECTION 2. This Agreement shall apply to qualified Employees customarily and regularly engaged in Line & Grade work as a trade, profession or career. The Union recognizes that Surveying Instruments are used by Executive, Administrative and Supervisory personnel and Engineering Trainees. An Engineering Trainee is defined as a permanent employee who, because of education, background, leadership, ability, or other special talents, is accepted into a Company Management Development Program, one phase of which is Line & Grade work. The Union agrees that it will not interfere with the customs and practices in these categories of the Building Construction Industry.

SECTION 3. The Union further agrees that it will in no manner interfere with any Line & Grade work outside the direct control of the Employer, also will not interfere with the AFL-CIO and further shall not interfere with the work of Registered City Surveyors without limiting the right of the Union to organize such Registered City Surveyors.

Employers reserve the right to subcontract Line & Grade work to Contractors who are in collective bargaining agreement with Local 15-D.

SECTION 4. The Employer shall have the exclusive right to determine the size and make-up of Line & Grade Parties.

NEW YORK CITY CHARTER AND ADMINISTRATIVE CODE

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1972-1973 CUMULATIVE SUPPLEMENT ANNOTATED

VOLUME 3

Including amendments made by the Laws of 1972 and by New York City Local Laws of 1972 through No. 56.

ANNOTATIONS INCLUDE:

31 N. Y. 2d 175
39 App. Div. 2d 437
70 Misc. 2d 660
N. Y. Law Journal, September 1, 1972

INSERT IN POCKET OF VOLUME 3

WILLIAMS PRESS, Inc.
ALBANY, N. Y.
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U. S. DIST. COURT
S. D. OF N. Y.
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ARTICLE 5

HOISTING MACHINE OPERATOR LICENSE

§ B26-5.0 **Requirement of license.**—It shall be unlawful for any persons to take charge of or operate any power operated hoisting machine used for hoisting purposes or cableways under the jurisdiction of the department, except power operated scaffolds and window washing machines, unless such person is licensed under the provisions of this article, or a holder of a certificate of qualification as a hoisting machine operator prior to the effective date of this section, as provided in section B26-1.0 of article 1 of this title. The commissioner may, by rule and regulation, exempt operators of mobile cranes of limited size and capacity from the requirements of this section. (Amended by L. L. 1969, No. 73, Dec. 29.*)

§ B26-5.2 **Classification of licenses.**—Such licenses shall be classified as follows:

(a) Basic license to operate cranes, derricks and cableways, excluding power operated cranes with booms, including jibs and other extensions, which exceed two hundred feet in length and truck mounted tower cranes which exceed two hundred feet in height.

(b) Endorsement on basic license to include the operation of hoisting machinery without limitation or restriction.

(c) Special hoisting machine operator license to operate a specified class of hoisting machine of limited size and capacity. The equipment under this subdivision shall also include the operation of truck cranes with telescopic, hydraulic or folding booms, including jibs and any other extensions to the boom, not exceeding one hundred thirty-five feet in length with a manufacturer's rated capacity of three tons or less used exclusively for the erection, maintenance or removal of signs. Special hoisting machine operators shall be exempt from the provisions of section B26-5.2(a) and (b) of the administrative code of the city of New York. (Added by L. L. 1969, No. 73, Dec. 29.)

§ B26-5.3 **License qualifications.**—(a) The general qualifications prescribed in section B26-1.2 shall be applicable for a hoisting machine operator license and a special hoisting machine operator license. In addition, all applicants for a hoisting machine operator license shall have had at least 2 years' prior appropriate experience and all applicants for a special hoisting machine operator license shall have the qualifications as prescribed in subdivision (c) of this section.

(b)(1) The commissioner shall issue a basic license to a hoisting machine operator who is the holder of a valid certificate of qualification on the effective date of this section, provided application for such license is made prior to the expiration of said certificate of qualification.

(2) The commissioner shall endorse such license to include the operation of hoisting machinery without limitation or restriction to a holder of a valid certificate of qualification on the effective date of this section, provided application for such endorsement is made prior to the expiration of said certificate and he submits proof of satisfactory experience in the operation of cranes with booms, including jibs and other extensions, exceeding two hundred feet in length or truck mounted tower cranes exceeding two hundred feet in height.

(3) The commissioner shall endorse such license to include the operation of hoisting machinery without limitation or restriction to a holder of a valid certificate of qualification on the effective date of this section, provided that the applicant shall satisfactorily demonstrate by operation that he is competent to operate a crane with a boom, including jibs and other extensions, exceeding two hundred feet in length or truck mounted tower crane exceeding two hundred feet in height.

(c) Notwithstanding the provisions of section B26–1.3 of the administrative code, the commissioner shall issue a special hoisting machine operator license to an applicant who shall have had at least 2 years' full time paid experience and who makes application within one year of the effective date of this local law, or has satisfactorily passed a practical examination in the operation of equipment for which such license is to be issued. (Added by L. L. 1969, No. 73, Dec. 29 which renumbered and repealed former § B26–5.2.)

§ B26–5.4 **License fees.**—The fee for a license shall be as follows:

(a) Five dollars for a license, as described in section B26–5.3(b) (1) and (b) (2).

(b) Ten dollars for a license as provided in section B26–5.2(c).

(c) Twenty-five dollars for a license, as provided in sections B26–5.2(a) and (b) and B26–5.3(b) ([) (3).

(d) Five dollars for the annual renewal of any license. (Amended by L. L. 1969, No. 73, Dec. 29 which renumbered former § B26–5.3.)

§ B26–5.5 **License conditions.**—All licenses shall be conditioned upon and subject to the provisions of section B26–1.5 through B26–1.8 of article 1 of this title. (Amended by L. L. 1969, No. 73, Dec. 29 which renumbered former § B26–5.4.)

ARTICLE 6

RIGGER LICENSES

§ B26–6.8 **License fees.**—The fee for a master rigger license shall be $150; and the annual renewal fee shall be $100. The

CHAPTER 26

DEPARTMENT OF BUILDINGS

TITLE A

§ 643a–13.0 **Dangerous buildings, places and things; nuisance.**—Whenever any building, excavation, busines, pursuit, matter or thing, or the lot on which it is situated, or the plumbing, sewerage, drainage, light or ventilation thereof is, in the opinion of the commisioner, in a condition or in effect dangerous or detrimental to life or health, the commissioner may declare that the same, to the extent that he may specify, is a public nuisance and he may order the same to be removed, abated, suspended, altered or otherwise improved or purified. The commisioner may order or cause any excavation, building, sewer, plumbing, pipe, passage, ground, matter or thing, or the lot on which it is situated to be purified, cleansed, disinfected, removed, altered, repaired or improved. (Added by L. L. 1970, No. 54, Nov. 17.)

TITLE B

ARTICLE 1

GENERAL PROVISIONS

§ B26–1.0 **General license requirements.**—It shall be unlawful, on and after the effective date of this title, for any person to engage in or carry on in the city any business, trade or calling regulated by this title, without having first obtained a license therefore from the commissioner in accordance with and subject to the provisions of this title, except that any certificates of qualification or licenses issued for any such business, trade or calling issued by the department or by any other city department or agency, prior to the effective date of this title, shall continue to remain in full force and effect until the expiration or termination thereof in accordance with the terms thereof, unless sooner revoked or suspended for cause as hereinafter provided, except than any approval, license, certificate or permit issued prior to the effective date of this title shall expire 12 months from the effective date of this law as amended, when no expiration date is specified. (Amended by L. L. 1969, No. 45, August 12.)

§ B26–1.2 **Qualifications of applicant.**—All applicants for license shall be citizens of the United States, and at least 21 years of age, shall be able to read and write the English language, and shall meet the qualifications prescribed for the particular license, as hereinafter provided. (Amended by L. L. 1970, No. 63, Dec. 15.)

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§ B26–1.3 **Examination** license shall be examined as in accordance with rules an by the commissioner under tion 1105(b) of the charte applicant to submit to an or any or all of said exan investigations required to d said applicant shall, upon t ducted by the department results thereof, pursuant t charter. (Amended by L. L

§ B26–1.6 **Term of lice** the commissioner under th 1 year from the date of i annually, provided that ap made 30 calendar days prio All applications for renewal required renewal fee. If a provided above, the commi license provided the applica vided further that the appli qualifications. (Amended b

§ B26–1.7 **Use of license** this title shall authorize, co by or on behalf of any othe of section B26–1.0 of this and obtained a license und public as licensed or as th title, either directly or ind metal plates, stationery, or for plumbing licenses, noth construed to prohibit the u or on behalf of a partnersh one member of the partner poration is licensed for th that all work performed b performed by or under the d or holders. For plumbing l ever, shall be construed to p thereof for or on behalf of business association, provide trol or voting capital stock other business association i licenses for the same busines formed by such partnership, tion is performed by or unde of such license holder or hol that where previous to the e

§ B26-1.3 **Examination of applicant.**—Every applicant for a license shall be examined as to his fitness and qualifications therefor in accordance with rules and regulations adopted and promulgated by the commissioner under and pursuant to the provisions of section 1105(b) of the charter. The commissioner may require the applicant to submit to an oral, written and practical examination or any or all of said examinations; and such examinations and investigations required to determine the fitness and qualifications of said applicant shall, upon the request of the commissioner, be conducted by the department of personnel, which shall certify the results thereof, pursuant to the provisions of section 817 of the charter. (Amended by L. L. 1970, No. 61, Dec. 3.)

§ B26-1.6 **Term of license: renewal.**—All licenses issued by the commissioner under the provisions of this title shall expire 1 year from the date of issuance thereof, and may be renewed annually, provided that application for renewal of the license is made 30 calendar days prior to the expiration date of the license. All applications for renewal of a license shall be accompanied by the required renewal fee. If application for renewal is not made as provided above, the commissioner may, nevertheless, renew the license provided the applicant pays an additional fee $3, and provided further that the applicant satisfies the commissioner as to his qualifications. (Amended by L. L. 1969, No. 45, August 12.)

§ B26-1.7 **Use of license.**—No holder of a license issued under this title shall authorize, consent to, or permit the use of his license by or on behalf of any other person; and subject to the provisions of section B26-1.0 of this title, no person who has not qualified and obtained a license under this title shall hold himself out to the public as licensed or as the holder of a license issued under this title, either directly or indirectly, by means of signs, sign cards, metal plates, stationery, or in any other manner whatsoever. Except for plumbing licenses, nothing herein contained, however, shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership or corporation, provided that at least one member of the partnership or at least one officer of the corporation is licensed for the same business, trade or calling, and that all work performed by such partnership or corporation is performed by or under the direct supervision of such license holder or holders. For plumbing licenses, nothing herein contained, however, shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that 51 per cent or more of the control or voting capital stock of such partnership, corporation, or other business association is owned by one or more holders of licenses for the same business trade or calling and that all work performed by such partnership, corporation or other business association is performed by or under the direct and continuing supervision of such license holder or holders. For plumbing licenses, however, that where previous to the effective date of this code, a company,

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corporation, partnership or other business association or its predecessors has been doing plumbing work, it may continue to do so in any one or more of said business forms without complying with the foregoing, when such company, corporation, partnership or other business association or its predecessors has employed an average of ten or more journeymen plumbers doing plumbing work for at least five days a week for a period of ten years or more, such period need not be consecutive but must have occurred within a period of twenty years and provided, however, that such plumbing business must continue to have all plumbing work conducted under the management and direction of a licensed master plumber employed by such plumbing business and that said licensed master plumber is not otherwise interested in, associated with or employed by any other plumbing business operating in this city except as a joint venture in which the said master plumber's employer is one of the joint venturers. (Amended by L. L. 1970, No. 63, Dec. 15.)

§ B26-1.8 **Revocation of licenses.**—The commissioner shall have power to revoke or suspend any license upon proof of fraud, deceit, collusion or misrepresentation on the part of the holder in obtaining the license or any renewal thereof, or upon proof of violation of or failure to comply with the provisions of the building code and other applicable laws, rules or regulations relating to the business, trade or calling of the licensee, provided that the commissioner shall not revoke or suspend any license for any cause, unless and until the holder shall have been given at least 5 calendar days' prior notice in writing and an opportunity to be heard. However, notwithstanding the foregoing, when the public safety may be imminently jeopardized the commissioner shall have the power, pending a hearing and determination of charges, to forthwith suspend any license for a period not exceeding five working days. (Amended by L. L. 1969, No. 73, Dec. 29.*)

ARTICLE 2

MASTER PLUMBER LICENSE

§ B26-2.0 **Requirement of licence.**—

CASE NOTES

¶ 1. Where record in proceeding to determine charges against petitioner for violation of this section showed that he was a dummy president of a corporation which had installed water and plumbing for a restaurant which was to occupy part of the premises when an explosion occurred and was employed five days a week from 8-4 P.M. as a plumber at a hospital and did not supervise the work at the premises and had not visited the site while the work was being performed the evidence supported the determination revoking his master plumber's license. Bold v. Walsh, 166 (101) N. Y. L. J. (11-26-71) 2, Col. 6 M.

§ B26-2.2 **License board.**—a. The commissioner shall appoint annually each member of a license board, to investigate and report, at the request of the commissioner, on all proposed suspensions or revocations of license and engage in such other functions as herein provided. The commissioner may, for cause shown, remove any

NEW YORK CITY CHARTER
AND
ADMINISTRATIVE CODE

ANNOTATED

A complete text of the New York City Charter and the New York City Administrative Code with court decisions from the time of the enactment of the Code and Charter

VOLUME 3

WILLIAMS PRESS, INC. ALBANY, NEW YORK

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CASE NOTES UNDER FORMER SECTION

¶ 1. Conviction for violating Zoning Resolution and failing to comply with an order to discontinue such unlawful use was affirmed over defendant's claims that his conviction rested solely upon his failure to follow the zoning order and that it was impossible to comply, within 10 days, with an order directing him to discontinue the use of premises for commercial purposes where the premises had been leased to a commercial tenant.—People v. Feldman, 11 N. Y. 2d 899, 228 N. Y. S. 2d 239, 182 N. E. 2d 618 [1962].

§ 644–1.0 **Record of applications.**—Each borough superintendent shall keep a record of all applications presented to him concerning, affecting or relating to the construction, alteration or removal of buildings. Such record shall include the date of the filing of each such application; the name and address of the applicant; the name and address of the owner of the land on which the building mentioned in such application is situated; the names and addresses of the architect and builder employed thereon; a designation of the premises by street number, or by any means sufficient to identify the same; a statement of the nature and proposed use of such building; and a brief statement of the nature of the application, together with a memorandum of the decision of the borough superintendent upon such application and the date of the rendition of such decision. The books containing such records are hereby declared to be public records, and shall be open to inspection at all reasonable times.

§ 644–2.0 **Borough superintendents to furnish tax department with copies of permits.**—Whenever any permit shall be granted by the commissioner or any borough superintendent for the erection or alteration of any building or for the installation or alteration of any service equipment therein, a copy of such permit shall be furnished by the commissioner or such superintendent to the tax department within five days after the issuance of such permit.

TITLE B*

LICENSES

ARTICLE 1

GENERAL PROVISIONS

§ B26–1.0 **General license requirement.**—It shall be unlawful, on and after the effective date of this title, for any person to engage in or carry on in the city any business, trade or calling regulated by this title, without having first obtained a license therefor from the commissioner in accordance with and subject to the provisions of this title, except that any certificates of qualification or licenses issued for any such business, trade or calling issued by the depart-

* Title B added by L. L. 1968, No. 76, November 6, which repealed the former Title B.

ment, or by any other city department or agency, prior to the effective date of this title, shall continue to remain in full force and effect until the expiration or termination thereof in accordance with the terms thereof, unless sooner revoked or suspended for cause, as hereinafter provided.

§ B26–1.1 **Application for license.**—All applications for licenses shall be submitted on forms furnished by the department, and shall be accompanied by the required fee, as hereinafter provided. Each application for a license shall set forth the name, residence address and business address of the applicant, and such information and supporting data concerning his qualifications for the license as the commissioner may require.

§ B26–1.2 **Qualifications of applicant.**—All applicants for licenses shall be citizens of the United States, and at least 21 years of age, shall be able to read and write the English language, and shall reside or have an established place of business within the city of New York. License applicants shall also meet the qualifications prescribed for the particular license, as hereinafter provided.

§ B26–1.3 **Examination of applicant.**—Every applicant for a license shall be examined as to his fitness and qualifications therefor in accordance with rules and regulations adopted and promulgated by the commissioner under and pursuant to the provisions of section 1105(b) of the charter. The commissioner may require the applicant to submit to an oral examination or written examination, or both; and all such examinations shall, upon the request of the commissioner, be conducted by the department of personnel, which shall certify the results thereof, pursuant to the provisions of section 817 of the charter.

§ B26–1.4 **Exemptions from examination.**—Notwithstanding the provisions of section B26–1.3, the commissioner shall have the power to exempt from examination any person who, prior to the effective date of this title, held a license or was otherwise qualified under the provisions of the administrative code theretofore in effect.

§ B26–1.5 **Issuance of license.**—The commissioner shall issue a license to each applicant who shall have submitted satisfactory evidence of his qualifications, and shall have satisfactorily passed all required examiantions to determine his fitness and qualifications, provided that no license shall be issued unless and until the applicant shall have paid the required fee therefor and complied with such other and further requirements for the particular license as may be hereinafter provided. All licenses issued by the commissioner shall have his signature affixed thereo; but the commissioner may authorize any subordinate to affix such signature.

§ B26–1.6 **Term of license: renewal.**—All licenses issued by the commissioner under the provisions of this title shall expire 1 year from the date of issuance thereof, and may be renewed annually,

for renewal of the license is made 30
xpiration date of the license. All applica-
se shall be accompanied by the required
n for renewal is not made as provided
ay, nevertheless, renew the license, pro-
an additional fee of $1, and provided
atisfies the commissioner as to his quali-

e.—No holder of a license issued under
nsent to, or permit the use of his license
r person; and subject to the provisions
tle, no person who has not qualified and
his Title shall hold himself out to the
e holder of a license issued under this
directly, by means of signs, sign cards,
n any other manner whatsoever. Except
ing herein contained, however, shall be
se of a license by the holder thereof for
ip or corporation, provided that 50 per
rs of the partnership or of the officers
ensed for the same business, trade or
erformed by such partnership or corpo-
under the direct and continuing super-
der or holders. For plumbing licenses,
however, shall be construed to prohibit
older thereof for or on behalf of a part-
r business association, provided that 51
trol or voting capital stock of such part-
er business association is owned by one
for the same business trade or calling
ed by such partnership, corporation or
s performed by or under the direct and
ch license holder or holders. For plumb-
vere previous to the effective date of this
on, partnership or other business asso-
has been doing plumbing work, it may
e or more of said business forms without
ing, when such company, corporation,
ess association or its predecessors has
n or more journeymen plumbers doing
t five days a week for a period of ten
need not be consecutive but must have
f twenty years and provided, however,
ss must continue to have all plumbing
management and direction of a licensed
y such plumbing business and that said
not otherwise interested in, associated
her plumbing business operating in this
ure in which the said master plumber's
t venturers.

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§ B26–1.8 **Revocation of licenses.**—The commissioner shall have power to revoke or suspend any license upon proof of fraud, deceit, collusion or misrepresentation on the part of the holder in obtaining the license or any renewal thereof, or upon proof of violation of or failure to observe the provisions of the building code or other applicable laws or regulations relating to buildings, provided that the commissioner shall not revoke or suspend any license for any cause, unless and until the holder shall have been given at least 10 calendar days' prior notice in writing and an opportunity to be heard.

§ B26–1.9 **Violations and penalties.**—Any person who shall violate any of the provisions of this title shall be guilty of misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed $500, or by imprisonment for a period not to exceed 6 months, or both. Such person shall also be subject to the payment of a penalty or not more than $250, to be recovered in a civil action brought in the name of the city in any court of record in the city.

§ B26–4.5 **License conditions.**—All high-pressure boiler operating engineer licenses shall be conditioned upon and subject to the provisions of section B26–1.5 through B26–1.8 of article 1 of this title.

§ B26–4.6 **Licensing of existing operating engineers.**—Any person who has been performing the duties of an operating engineer on a high temperature hot water plant whose experience as such has been for a period of 3 years immediately preceding the enactment of this code shall be entitled to a high-pressure boiler operating engineer license without complying with the hereinabove provisions upon satisfying the Commissioner that such applicant possesses the aforesaid experience.

ARTICLE 5

HOISTING MACHINE OPERATOR LICENSE

§ B26–5.0 **Requirement of license.**—It shall be unlawful, on and after the effective date of this title, for any person to take charge of or operate any machine used for hoisting purposes or cableways, irrespective of power, or used construction or excavation work, unless such person is licensed as a hoisting machine operator under the provisions of this article, or a person quailfied or licensed as a hoisting machine operator prior to the effective date of this title, as provided in section B26–1.0 of article 1 of this title.

§ B26–5.1 **License applications.**—All applications for a hoisting machine operator license shall be subject to the provisions of section B26–1.1 of article 1 of this title; and all applicants for a hoisting machine operator license shall comply with and be subject to the provisions of sections B26–1.2, B26–1.3 and B26–1.4 of article 1 of this title.

§ B26–5.2 **License qualifications.**—In addition to the general qualifications prescribed in section B26–1.2, all applicants for a hoisting machine operator license shall have had at least 2 years' prior appropriate experience. The Commissioner may issue a certificate without examination to an applicant with the aforesaid experience who makes application before January 1, 1970.

§ B26–5.3 **License fees.**—The fee for a hoisting machine operator license shall be $5; and the annual renewal fee shall be $2.

§ B26–5.4 **License conditions.**—All hoisting machine operator licenses shall be conditioned upon and subject to the provisions of sections B26–1.5 through B26–1.8 of article 1 of this title.

ARTICLE 6

RIGGER LICENSES

§ B26–6.0 **Requirement of license.**—It shall be unlawful to hoist or lower any article on the outside of any building in the city of New York on and after the effective date of this title, unless such

Agreement

between

BUILDING CONTRACTORS' AND MASON BUILDERS' ASSOCIATION

THE CEMENT LEAGUE

STONE SETTING CONTRACTORS' ASSOCIATION

RIGGING CONTRACTORS' ASSOCIATION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL #15 & #15A

July 1, 1969 to June 30, 1972

285

USA 33s - 475
(ED. 4-23-71)

Plaintiff

EXHIBIT

U. S. DIST. COURT

S. D. OF N. Y.

72 Civ.

457

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is first given to the Secretary of the Trade Association involved, in accordance with the requirements of the General Arbitration Plan referred to in ARTICLE IX.

Section 6. Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages agreed upon as hereinafter set forth in this Agreement.

Employers are at liberty to employ and discharge whomsoever they see fit, and the Employer shall at all times be the sole judge as to the work to be performed and whether such work as performed by an employee is, or is not, satisfactory.

ARTICLE III
TERRITORY COVERED

Section 1. This Agreement shall apply to building construction work in New York City; i.e., Boroughs of Manhattan, Bronx, Richmond, Queens and Brooklyn.

Section 2. Building Construction where referred to in this Agreement is hereby defined as the erection of buildings, exclusive of the construction of engineering structures and building foundations.

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Agreement

between

MEMBERS OF THE CEMENT LEAGUE, BUILDING CONTRACTORS AND MASON BUILDERS' ASSOCIATION OF GREATER NEW YORK, Inc.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 15D

—

July 1, 1969 to June 30, 1972

285

USA 33s - 475
(ED. 4-23-71)

Plaintiff

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

93

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pending the adjustment of any existing disputes as provided for in Article X.

The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered; but no removal shall take place until formal notice is first given to the Secretary of the Trade Association involved, in accordance with the requirements of the general arbitration plan, referred to in Article IX, Section 1.

SECTION 5. The Employers are at liberty to employ and discharge whomsoever they see fit and the Party of the First Part shall at all times be the sole judge as to the work to be performed and whether such work performed by a member of the aforesaid Party of the Second Part employed by it is or is not satisfactory.

ARTICLE III

TERRITORY COVERED

SECTION 1. This Agreement shall apply to building construction work in New York City, i.e. Boroughs of Manhattan, Bronx, Richmond, Queens and Brooklyn.

ARTICLE IV

WORK COVERED

SECTION 1. BUILDING CONSTRUCTION where referred to in this Agreement is hereby defined as the ERECTION OF BUILDING PROJECTS.

Total Licenses Renewals 1974 = 1,021

	Class A	Class B
Limit	3	1
White	857	160

USA 335-475
(ED. 4-23-71)

Plaintiff's
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
91 C id

USA 33s - 475
(ED. 4-23-71)

Plaintiff's
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
107C

OMB No. 124-R0005
Approval Expires Sept. 1974

Use Part B below for changes in name and/or address. Do Not remove or change this label.

017061 21.031.0506
OPERATING ENGINEERS
LOCAL 00015
265 WEST 14TH STREET
NEW YORK NY 10011

1973

EQUAL EMPLOYMENT OPPORTUNITY LOCAL UNION REPORT EEO-3

Complete this copy and mail to:
Union Reporting Program-EEOC
Benjamin Franklin Station
P.O. Box 14267
Washington, D.C. 20044

Part A. LOCAL UNIONS REQUIRED TO FILE

1. Approximately how many members does the local union have?

6200 members

If the local union has at all times since last December 31, had less than 100 members, fill in Parts A, B, and F, and return the form to Union Reporting Program at the above address, so that you will not receive additional correspondence with respect to this form.

If the local union has had 100 members or more at any time since last December 31, complete the rest of the form as instructed.

NOTE.—A labor organization is deemed to be a local union if it performs, in a specific jurisdiction, the functions ordinarily performed by a local union, whether or not it is so designated.

Part B. LOCAL UNION IDENTIFICATION

1. Full name of local union for which this report is filed. (Include local number, if any.)

Local 15, 15A, 15B, 15C & 15D Intl Union of Operating Engineers

2. Mailing address.

a. Where official mail should be sent to the union.

265 West 14th Street
Number and street

New York
City

New York
County

New York
State

10011
ZIP Code

b. Union office, if different from 2a.

Number and street

City

County

State ZIP Code

3. Indicate type of local union report by a check in applicable box:

☒ Report filed by local union in its own behalf

☐ Other (explain)

4a. Are you affiliated with or chartered by a national or international union or national federation? Yes ☒ No ☐

b. If "Yes" to item 4a, give name and address of such national or international organization.

Intl Union of Operating Engineers 20036
1125 17th Street N.W., Washington, D.C.

5. Are you affiliated with the AFL-CIO? Yes ☒ No ☐

a59-1C-80194-5

(Instructions For Filing May Be Found In The Back Pages Of This Booklet)

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Part C. LOCAL UNION PRACTICES

1. To the best of your knowledge, does your membership include any:

	Yes	No
a. Negroes?	☒	☐
b. Spanish Surnamed Americans (Mexican Americans, Puerto Ricans, etc.)?	☒	☐
c. Women?	☐	☒

2. If "No" to any of Items 1a, 1b, or 1c, is this because the group or groups not represented: (Check All Applicable Boxes)

	Negroes (1a)	Spanish Surnamed Americans (1b)	Women (1c)
a. Are not in the local community?			
b. Are not in the bargaining unit?			
c. Are excluded by provision in constitution or bylaws?			
d. Have not applied for membership?			x
e. Have applied, but did not have a sponsor?			
f. Have applied, but did not meet qualifications other than sponsorship?			

g. Other reason(s) (Explain) Work not suitable for women.

3. To the best of your knowledge, has your international union chartered a separate local within the same work and/or area jurisdiction which consists only of

	Yes	No
a. Persons of the same race or color?	☐	☒
b. Persons of the same sex?	☐	☒

Part D. REQUIREMENTS FOR FILING SCHEDULE I

1. Does the local union, or any unit, division, or agent of the local union, or any labor organization which performs, within a specific jurisdiction, the functions ordinarily performed by a local union, whether or not it is so designated:

	Yes	No
a. Operate a hiring hall or hiring office?	☐	☒
b. Have an arrangement under which one or more employers are required to consider or hire persons referred by the local union or an agent of the local union?	☐	☒
c. Have 10 percent or more of its members employed by employers which customarily and regularly look to the union, or any agent of the union, for employees to be hired on a casual or temporary basis, for a specified period of time, or for the duration of a specified job?	☐	☒

2. You are required to file Schedule I:

If the answer is "Yes" to any of the three questions in Item 1 but,

(See item 12 of instructions explaining who must file Schedule I.)

If the answer is "No" to all three questions, the local union is considered to be a "Non-Referral Union," should check this box ☒ and complete only Parts A through F.

(See definition of "Referral Union" in Section 4 of the general instructions.)

Part E. REMARKS

It is [illegible] EEO-2 [illegible] vidual [illegible] summar[illegible] applications.

Part F. IDENTIFICATION AND SIGNATURE

To the best of my knowledge and belief, the information contained in this report and the attached Schedule I is true and complete. It is further certified that to the extent any data in Schedule I, Items 2 or 3, are based on self-identification by individuals this information was gathered only after they were advised of its confidential nature and purposes.

1. Type or print name, title, work address, and telephone number of designated representative

Name Thomas A. Maguire

Title President and Business Manager

Work address 265 West 14th Street, New York, New York 10011

Telephone number (including area code) 212 WA 9-5327

2. Signature of designated representative: Thomas A. Maguire

3. Date: December 12, 1973

"Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years, or both." Title 18, Section 1001, United States Code.

650—16—80191-3

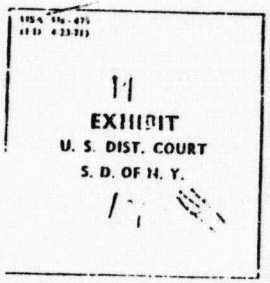
NEW YORK CITY COMPARISON OF ALL CONTRACTORS & SUBCONTRACTORS ON EPA SITES
FOR OPERATING ENGINEERS TRADE

COMPARING AUGUST 1973 WITH AUGUST 1974 MANPOWER DATA
BASED ON FORMS 66 MONTHLY MANPOWER REPORTS 1973 - 1974

Manhours - August 1973			8/73 & 8/74 Increase in Amount of Work		Manhours - August 1974			
Total	Minority	Percentage	Hours	%	Total	Minority	Percentage	Percentage No. of Chan
120,847	24,967	20.6%	+31,966	+26.4%	152,813	28,473	18.6%	-2.0%

USING 150 MANHOURS PER MONTH TO REPRESENT ONE WORKER

Total	Minority	Percentage	Total	Minority	Percentage
806	166	20.6%	1,019	190	18.6%



LOCAL LAWS
OF
THE CITY OF NEW YORK
FOR THE YEAR 1969

No. 73

A LOCAL LAW

To amend the New York city charter and the administrative code of the city of New York, in relation to the testing and approval of cranes and derricks, the qualifications of operators of machines used for hoisting, construction or excavation, and subpoena powers of the housing and development administration.

Be it enacted by the Council as follows:

Section 1. Subdivision six of section eighteen hundred three of the New York city charter, as added by local law number fifty-eight of the year nineteen hundred sixty-seven, is hereby amended to read as follows:

6. Buildings and structures. With respect to buildings and structures, the administration shall have the power and duty, except as provided in section 1803(2), to enforce the multiple dwelling law, the labor law and such other laws, rules and regulations as may govern the construction, alteration, maintenance, use, occupancy, safety, sanitary conditions, mechanical equipment and inspection of buildings or structures in the city, and to perform all the functions of the city of New York relating to the removal of buildings or other structures, the testing and approval of power operated cranes and derricks used for construction, alteration, demolition, excavation and maintenance purposes including highways or sewers, or to hoist or lower any article on the outside of any building, excluding cranes or derricks used in industrial or commercial plants or yards, the location, construction, alteration and removal of signs, illuminated or nonilluminated, attached to the exterior of any building or structure, together with all surface and subsurface construction within the curb line, including curb cuts and driveways, the coverings thereof and entrances thereto, and the issuance of permits in reference thereto, provided, however, that the jurisdiction of the administration, except for the testing and approval of power operated cranes and derricks used for construction, alteration, demolition, excavation and maintenance purposes and the licensing of the operators of such equipment shall not extend to water front property owned by the city and under the jurisdiction of the economic development administration or to the following structures on any such water front property: wharves, piers, docks, bulkheads, structures wholly or partly thereon, or to such other structures used in conjunction with or in furtherance of waterfront commerce and/or navigation, or to bridges, tunnels or subways or to structures appurtenant thereto.

§ 2. Eighteen hundred four of such charter as added by local law number seventy-six of the year nineteen hundred sixty-eight, is hereby amended by adding thereto a new

subdivision to be subdivision five to follow subdivision four to read as follows:

5. The Commissioner shall have the power and duty to conduct such inquiries as may assist him in the performance of the functions of the department where the public safety is involved and for such purpose he shall have subpoena power to compel the attendance of witnesses, to administer oaths and to compel the production of books, papers and documents.

Subdivision c. of Section 668, of the New York city charter is hereby amended to read as follows:

"c. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken shall file with the board, after the notice of appeal shall have been filed with him, a certificate, a copy of which shall forthwith be mailed to the appellant at the address stated in the notice of appeal, that, by reason of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board or by the supreme court, on application on notice to the officer from who the appeal is taken and on due cause shown. For proceedings involving power operated cranes and derricks, the Board of Standards and Appeals shall act within 72 hours after receipt of the certificate, either to grant or deny the continuation of the stay.

§3. Secion B26-5.0 of the administrative code of the city of New York as added by local law number seventy-six of the year nineteen hundred sixty-eight is hereby amended to read as follows:

§ B26-5.0 **Requirement of license.**—It shall be unlawful for any persons to take charge of or operate any power operated hoisting machine used for hoisting purposes or cableways under the jurisdiction of the department, except power operated scaffolds and window washing machines, unless such person is licensed [as a hoisting machine operator] under the provisions of this article, or a [person qualified or licensed] holder of a certificate of qualification as a hoisting machine operator prior to the effective date of this [title] section, as provided in section B26-1.0 of article 1 of this title. The commissioner may, by rule and regulation, exempt operators of mobile cranes of limited size and capacity from the requirements of this section.

§ 4. Sections B26-5.2, B26-5.3 and B26-5.4 of such code are hereby amended to be sections B26-5.3, B26-5.4 and B26-5.5 respectively. Section 5, Title B of chapter twenty-six of such code, as added by local law number seventy-six of the year nineteen hundred sixty-eight, is hereby amended by adding thereto a new section, to be section B26-5.2 to follow B26-5.1, to read as follows:

§ B26-5.2 **Classification of licenses.**—Such licenses shall be classified as follows:

(a) Basic license to operate cranes, derricks and cableways, excluding power operated cranes with booms, including jibs and other extensions, which exceed two hundred feet in length and truck mounted tower cranes which exceed two hundred feet in height.

(b) Endorsement on basic license to include the operation of hoisting machinery without limitation or restriction.

(c) Special hoisting machine operator license to operate a specified class of hoisting machine of limited size and capacity. The equipment under this subdivision shall also include the operation of truck cranes with telescopic, hydraulic or folding booms, in-

cluding jibs and any other extensions to the boom, not exceeding one hundred thirty-five feet in length with a manufacturer's rated capacity of three tons or less used exclusively for the erection, maintenance or removal of signs. Special hoisting machine operators shall be exempt from the provisions of section B26-5.2(a) and (b) of the administrative code of the city of New York.

§ 6. Section B26-5.3 of such code, as added by such local law number seventy-six and renumbered by this law, is hereby repealed, and reenacted to read as follows:

§ B26-5.3 **License qualifications.**—(a) The general qualifications prescribed in section B26-1.2 shall be applicable for a hoisting machine operator license and a special hoisting machine operator license. In addition, all applicants for a hoisting machine operator license shall have had at least 2 years' prior appropriate experience and all applicants for a special hoisting machine operator license shall have the qualifications as prescribed in subdivision (c) of this section.

(b)(1) The commissioner shall issue a basic license to a hoisting machine operator who is the holder of a valid certificate of qualification on the effective date of this section, provided application for such license is made prior to the expiration of said certificate of qualification.

(2) The commissioner shall endorse such license to include the operation of hoisting machinery without limitation or restriction to a holder of a valid certificate of qualification on the effective date of this section, provided application for such endorsement is made prior to the expiration of said certificate and he submits proof of satisfactory experience in the operation of cranes with booms, including jibs and other extensions, exceeding two hundred feet in length or truck mounted tower cranes exceeding two hundred feet in height.

(3) The commissioner shall endorse such license to include the operation of hoisting machinery without limitation or restriction to a holder of a valid certificate of qualification on the effective date of this section, provided that the applicant shall satisfactorily demonstrate by operation that he is competent to operate a crane with a boom, including jibs and other extensions, exceeding two hundred feet in length or truck mounted tower crane exceeding two hundred feet in height.

(c) Notwithstanding the provisions of section B26-1.3 of the administrative code, the commissioner shall issue a special hoisting machine operator license to an applicant who shall have had at least 2 years' full time paid experience and who makes application within one year of the effective date of this local law, or has satisfactorily passed a practical examination in the operation of equipment for which such license is to be issued.

§ 7. Section B26-5.4 of such code, as added by such local law number seventy-six and renumbered by this law, is hereby amended to read as follows:

§ B26-5.4 **License fees.**—The fee for a license shall be as follows:

(a) Five dollars for a license, as described in section B26-5.3(b) (1) and (b) (2).

(b) Ten dollars for a license as provided in section B26-5.2(c).

(c) Twenty-five dollars for a license, as provided in sections B26-5.2(a) and (b) and B26-5.3(b)([)(3).

(d) Five dollars for the annual renewal of any license.

§ 8. Section B26-5.5 of such code, as added by such local law number seventy-six and renumbered by this law, is hereby amended to read as follows:

§ B26-5.5 License conditions.—All licenses shall be conditioned upon and subject to the provisions of section B26-1.5 through B26-1.8 of article 1 of this title.

§ 9. Section B26-1.8 of such code, as added by such local law number seventy-six, is hereby amended to read as follows:

§ B26-1.8 Revocation of licenses.—The commissioner shall have power to revoke or suspend any license upon proof of fraud, deceit, collusion or misrepresentation on the part of the holder in obtaining the license or any renewal thereof, or upon proof of violation of or failure to comply with the provisions of the building code and other applicable laws, rules or regulations relating to the business, trade or calling of the licensee, provided that the commissioner shall not revoke or suspend any license for any cause, unless and until the holder shall have been given at least 5 calendar days' prior notice in writing and an opportunity to be heard. However, notwithstanding the foregoing, when the public safety may be imminently jeopardized the commissioner shall have the power, pending a hearing and determination of charges, to forthwith suspend any license for a period not exceeding five working days.

§ 10. Section C26-11.0 of such code, as added by such local law number seventy-six, is hereby amended to read as follows:

§ C26-11.0 All new work to conform.—All building work performed in the city on and after the effective date of this title, shall conform to the provisions of this title except that any work for which an application for a permit was filed prior to the effective date of this title, and any work for which an application for a permit is filed within 12 months after the effective date of this title, may be performed, at the option of the owner, in its entirety either in accordance with and subject to the requirements of this title or in accordance with and subject to the requirements of the building laws and regulations previously in force in the city, provided that such work is commenced within 12 months after the date of issuance of a permit therefor and is continuously carried on to completion. This section shall not apply to the requirements of subarticle 1909.0 which shall become effective upon enactment of this local law.

§ 11. Section C26-100.5 of such code, as added by such local law number seventy-six, is hereby amended to read as follows:

§ C26-100.5 Effective date.—Any work for which an application for a permit was submitted to the department prior to the effective date of this code, or for which an application for a permit is submitted to the department within a period of 12 months after the effective date of this code, may, however, at the option of the owner, be performed in its entirety in accordance with the requirements of this code, or in accordance with the requirements of the building laws and regulations previously in force in the city of New York, provided that such work is commenced within 12 months after the date of issuance of a permit therefor and is diligently carried on to completion. This section shall not apply to the requirements of subarticle 1909.0 which shall become effective upon *enactment of this local law.*

§ 12. Sub-article 201.0 of such code, as added by such local law number seventy-six, is hereby amended by inserting therein between the definitions of "court" and "cross aisles," the definition of "crane" to read as follows:

Crane.—A machine for lifting or lowering a load and moving it horizontally which utilizes wire rope and in which the hoisting mechanism is an integral part of the machine

§ 13. Sub-article 201.0 of such code, as added by such local law number seventy-six, is hereby amended by inserting therein between the definitions of "department" and "drainage system," the definition of "derrick" to read as follows:

Derrick.—An apparatus consisting of a mast or equipment members held at the top by guys or braces, with or without a boom, for use with a hoisting mechanism and operating ropes, for lifting or lowering a load and moving it horizontally.

§ 14. Sub-article 201.0 of such code as added by such local law number seventy-six, is hereby amended by inserting therein between the definitions of "bulkhead" and "car door or gate," the definition of "cableway" to read as follows:

Cableway.—A power operated system for moving loads in a generally horizontal direction in which the loads are conveyed on an overhead cable, track or carriage.

§ 15. Sub-article 201.0 of such code, as added by such local law number seventy-six, is hereby amended by inserting therein between the definitions of "heretofore" and "hoistway," the definition of "hoisting machine" to read as follows:

Hoisting machine.—A power operated machine used for lifting or lowering a load utilizing a drum and wire rope, excluding elevators. This shall include but not be limited to a crane, derrick and cableway.

§ 16. Section C26-1909.1 of such code, as added by such local law number seventy-six, is hereby amended to read as follows:

§ C26-1909.1 **General requirements.**—Material handling and hoisting equipment shall be installed, operated, and maintained to eliminate hazard to the public or to property. It shall be unlawful to operate any such equipment which is not provided with a positive means for preventing the unauthorized operation of such machine. The means whereby such machines may be made inoperative shall be determined by the commissioner.

(a) Operation.—Only operators designated by the person causing such machinery to be used shall operate hoisting or material handling machinery. Operators and signalmen shall be experienced at the operation they perform. Riggers and hoisting machine operators shall be licensed as required under title B of the administrative code. The operator shall be responsible for making the machine inoperative before he leaves the machine.

(b) Loading.—Material handling and hoisting equipment shall not be loaded in excess of the rated load specified by the manufacturer, except for power operated cranes and derricks where the provisions of section C26-1909.4 are controlling. Except for power operated cranes and derricks if such data are not available, the safe loads and, where applicable, charts of reach vs. capacity, shall be established by an engineer or architect. All loads shall be properly trimmed to prevent the dislodgement of any part during raising, lowering, swinging or transit. Suspended loads shall be securely slung and properly balanced before they are set in motion. Rated load capacities and required charts shall be conspicuously posted on all material handling and hoisting machinery or on the job site and shall be available to the commissioner at all times.

(c) Refueling.—Open lights, flames, or spark-producing devices shall be kept at a safe distance while refueling an internal combustion engine, and no person shall smoke or carry lighted smoking material in the immediate vicinity of the refueling area. The engine shall be stopped during refueling. Fuel shall be kept in containers that meet the requirements of the fire department. "No smoking" signs shall be conspicuously posted in all fueling or fuel storage areas.

§ 17. Subdivisions (d), (e) and (f) of section C26-1909.3 of such code, as added by such local law number seventy-six, are hereby repealed.

§ 18. The heading of section C26-1909.3 of such code, such section having been added by such local law number seventy-six, is hereby amended to read as follows:

§ C26-1909.3 Material platform hoists and bucket hoists.

§ 19. Sections C26-1909.4, C26-1909.5, C26-1909.6, C26-1909.7, C26-1909.8, C26-1909.9 and C26-1909.10 of such code are hereby renumbered to be sections C26-1909.5, C26-1909.6, C26-1909.7, C26-1909.8, C26-1909.9, C26-1909.10 and C26-1909.11 respectively.

§ 20. Title C of such chapter of such code, as added by such local law number seventy-six, is hereby amended by adding thereto a new section, to be section C26-1909.4, to read as follows:

§ C26-1909.4 Testing inspection, approval and use of power operated cranes, derricks and cableways.—No owner or other person shall authorize or permit the operation of any power operated crane or derrick without a certificate of approval, a certificate of operation and a certificate of on-site inspection. No owner or other person shall authorize or permit the operation of any cableway without a certificate of on-site inspection.

(a) Exceptions.—(1) The requirements of this section shall not apply to excavating or earth-moving equipment, except cranes used with clamshells.

(2) The requirements of this section shall not apply to cranes or derricks performing an emergency use pursuant to the lawful order of the head of any department.

(3) The requirements of this section shall not apply to truck cranes with telescopic, hydraulic or folding booms, including jibs and any other extensions to the boom, not exceeding one hundred thirty-five feet in length with a manufacturer's rated capacity of three tons or less, except that a certificate of operation, as provided for in this section and in reference standard RS 19-2 shall be required for such cranes with jibs and any other extensions to the boom exceeding fifty feet in length. The above requirement for a certificate of operation shall not apply to a crane used exclusively as a man basket.

(4) The requirements of this section shall not apply to a mobile crane with a boom, including jibs and any other extensions to the boom, not exceeding fifty feet in length with a rated capacity of three tons or less. The commissioner may, by rule and regulation, exempt other mobile cranes of limited size and capacity from any or all of the requirements of this section.

(b) Certificate of approval.—(1) The owner of such crane or derrick shall file an application for a certificate of approval on a form prescribed by the department, together with such information as set forth in reference standard RS 19-2 and shall contain the various boom lengths and applicable load ratings for which approval is requested.

(2) Upon the approval by the department of information submitted pursuant to reference standard RS 19-2 and an inspection of the equipment, the department shall issue a certificate of approval for the equipment. Said equipment may be used with pile driving leads, mounted compressors, boilers, magnets, hammers, pile hammers, extractors, jetting equipment, augers, drills, vibrating hammers, mandrels, hoe rams and other similar attachments. A new certificate of approval shall be required when a crane is modified or altered to increase the boom length, jibs or any extensions to the boom beyond the maximum approval length or when the load ratings are increased.

(c) Certificate of operation.--(1) Upon issuance of a certificate of approval, the department shall also issue the initial certificate of operation which shall expire one year from the date of issuance. The owner of such crane or derrick shall renew the certificate of operation each year.

(2) The commissioner shall approve the crane or derrick if he is satisfied after inspections and tests that said crane or derrick is in a safe operating condition.

(3) If the owner applies for renewal of a certificate of operation within not more than sixty or less than thirty days prior to the date of expiration of his certificate, he may continue to use his crane or derrick until the department grants or denies him a new certificate.

(4) No change in such crane or derrick not provided for in the certificate of operation may be made until the owner obtains a new certificate of operation.

(d) Certificate of on-site inspection.—(1) The owner of the premises, building or structure, or his designated representative, shall obtain a certificate of on-site inspection for the use of any power operated crane, derrick or cableway used for construction purposes at each job site. Such owner or his designated representative shall file an application for a certificate of on-site inspection on a form prescribed by the department, and the fee for such application shall be as provided in section C26-35.0 of this code. The applicant shall specify the date when the equipment will be at the job site for use, which date shall be not less than three regular working days from the date of filing said application. Such application shall include the information as set forth in the applicable provisions of reference standards RS 19-2 and RS 19-3.

2. Upon approval of the application, a copy of said approval shall be given to the applicant. It shall have noted thereon that the equipment shall not be operated prior to date indicated, which date shall be not less than three regular working days from the filing of the application unless otherwise provided in the applicable provisions of reference standard RS 19-2. It shall be unlawful to operate the aforesaid equipment before the specified date, unless it has been inspected and found to be satisfactory by the department. If the equipment has not been inspected by the department on or before the said date, then the equipment may be operated, pending inspection, provided that the conditions and statements contained in the approved application are complied with. Upon inspection by the department and a finding of satisfactory compliance, the approval shall be deemed to be a certificate of on-site inspection.

3. The certificate of on-site inspection is only valid if the conditions and statements contained in the approved application are complied with and the hoisting machine is operated in conformance with the provisions of this section and the rules and regulations applicable thereto.

4. No certificate of on-site inspection shall be required where any article is hoisted or lowered on the outside of any completed building, or for the installation of boilers and tanks, or for the erection, maintenance or removal of signs or sign structures, under the supervision of a master or special rigger or a master or special sign hanger in conformance with the provisions of articles six and seven of title B of this code.

(e) The Commissioner shall inquire into the cause of any accident involving hoisting machinery. The owner or person directly in charge of any hoisting machinery shall immediately notify the administrator and the commissioner following any accident involv-

ing hoisting machinery. When an accident involves the failure or destruction of any part of a hoisting machine, no person shall do either of the following, without the permission of the commissioner:

(1) use such hoisting machine, or

(2) remove the hoisting machine or any part thereof from the area of the job site

(f) Any person who wilfully violates any provision of this section shall be guilty of an offense and shall be subject to a fine not exceeding one thousand dollars.

(g) Temporary certificates of approval, operation and on-site inspection for any power operated crane or derrick issued by the department of buildings prior to the enactment of this local law during the pendency of an application for a certificate of approval shall continue in full force and effect. The commissioner shall revoke such certificates if the pending application is denied.

(h) The commissioner may issue temporary certificates of approval, operation and on-site inspection for any power operated crane during the pendency of an application for certificates of approval and operation upon inspection and upon such analysis and testing as the commissioner may deem necessary. The commissioner may revoke such temporary certificates if the application is denied.

(i) Special requirements for cranes and derricks.—The construction, installation, inspection, maintenance and use of power operated cranes and derricks shall be in conformance with Reference Standard RS 19-2.

(j) Special requirements for cableways.—The construction, installation, inspection, maintenance and use of cableways shall be in conformance with Reference Standards RS 18-5 and RS 19-3.

§ 21. Title C of such chapter of such code, as added by such local law number seventy-six, is hereby amended by adding thereto a new section to be section C26-35.0 to read as follows:

§ 26-35.0 Fees for the testing, approval, inspection and use of power operated cranes, derricks and cableways.—(a) Upon filing an application for a certificate of approval on a form prescribed by the department, the applicant shall pay the following fees for each crane or derrick: one hundred dollars for mobile cranes with a boom less than two hundred feet in length; two hundred dollars for mobile cranes with a boom, two hundred feet or more in length, but less than three hundred feet in length; four hundred dollars for mobile cranes with a boom three hundred feet or more in length but less than four hundred feet in length; six hundred dollars for mobile cranes with a boom four hundred feet or more in length; four hundred dollars for climber and tower cranes, regardless of length; and two hundred dollars for all other cranes and derricks. However, notwithstanding the foregoing, the fee for a mobile crane for which a certificate of approval is required with a boom not exceeding fifty feet in length with a maximum rated capacity exceeding three tons shall be fifty dollars. The boom length as herein specified shall include the jibs and any other extensions to the boom. The fees prescribed herein shall include the issuance of the initial certificate of operation.

(b) Notwithstanding the provisions of (a) above, when an applicant has obtained a temporary certificate of approval and has paid 30 per cent of the fees for such approval in accordance with rules and regulations of the Department of Buildings, the remainder of the fee shall be paid simultaneously with the approval of the application.

(c) If the applicant withdraws his application for a certificate of approval, upon application to the comptroller of the city of New York and upon verification of the claim by the commissioner, such applicant may obtain a refund or a portion of the fee as follows:

(1) If the application is withdrawn prior to the commencement of examination by the department, the entire fee shall be refunded except twenty dollars.

(2) If the application is withdrawn after the examination has commenced, the comptroller shall retain a percentage of the fee paid, which the department shall certify is the equivalent percentage of the examination performed, but not less than fifty dollars. The remainder of the fee shall be refunded to the applicant.

(3) If the application is withdrawn or if approval is denied after the department has performed its examination, no part of the fee shall be returned to the applicant.

(d) The fee for a new certificate of approval, when the boom or extension thereof is replaced or altered shall be the full fee required for testing a new crane or derrick; however, there shall be no fee for such new certificate where the boom or its extension is replaced or altered with a boom or extension of the same size and design.

(e) The owner of any crane or derrick shall renew the certificate of operation each year. Upon filing an application for such renewals on a form prescribed by the department, the applicant shall pay the following fees for each crane or derrick: seventy five dollars for mobile cranes with a boom less than three hundred feet in length and one hundred dollars for mobile cranes with a boom three hundred feet or more in length. The length of boom herein specified includes jibs and any other extensions to the boom. The fee for derricks and all other cranes shall be seventy-five dollars. However, notwithstanding the foregoing, the fee for a mobile crane with a boom not exceeding fifty feet in length with a rated capacity exceeding three tons or less shall be fifty dollars. Further, when a crane is exempted from the requirements of a certificate of approval but not from the requirements of a certificate of operation, in accordance with section C26-1909.4(a)(3) of this code, then the fee for the issuance of the initial certificate of operation shall be fifty dollars and the fee for the annual renewal thereof shall be fifty dollars.

(f) The fee for an application for on-site inspection shall be twenty-five dollars.

§ 22. The appendix to part II of title C of such chapter of such code, as added by local law number seventy-six, which has been adopted and promulgated as the "building code rules" of said title, is hereby amended by adding thereto two new building code reference standards, to follow reference standard RS 19-1, to be known as reference standards RS 19-2 and RS 19-3, to read as follows:

R S 19-2 POWER OPERATED CRANES AND DERRICKS

1.0 Scope.—This standard applies to the construction, installation, inspection, maintenance and use of power operated cranes and derricks used for hoisting and/or rigging purposes; or used for the construction, alteration, demolition, excavation and maintenance purposes, including highways or sewers; or used for the installation of piles; or used for the hoisting or lowering of any article on the outside of any building or structure.

1.1 Exemptions.—Exempt from the requirements of this reference standard are the following:

1.1.1 Cranes or derricks used in industrial or commercial plants or yards and floating

cranes, floating derricks and cranes and derricks used on floating equipment. Also augers, churn-drills and other drilling equipment. Operators of such equipment shall be exempt from any licensing requirements.

1.1.2 Operators of cranes described in section C26-1909.4(a)(3) and (4) of the administrative code shall be exempt from any licensing requirements where the cranes are used in connection with the installation or maintenance of street lighting or public utility overhead power distribution systems.

1.1.3 Derricks having a maximum rated capacity not exceeding one ton.

2.0 DEFINITIONS.—

2.1 Accessory.—A secondary part of assembly of parts which contributes to the overall function and usefulness of a machine.

2.2 Appointed.—Assigned specific responsibilities by the employer or by the employer's representative.

2.3 Angle indicator (boom).—An accessory which measures the angle of the boom to the horizontal.

2.4 Auxiliary hoist.—(See Whipline)

2.5 Axis of rotation.—The vertical axis around which the crane superstructure rotates.

2.6 Axle.—The shaft or spindle with which or about which a wheel rotates. On truck and wheel mounted cranes it refers to an automative type of axle assembly including housing, gearing, differential, bearings and mounting appurtenances.

2.7 Axle (bogie).—Two or more automotive type axles mounted in tandem in a frame so as to divide the load between the axles and permit vertical oscillation of the wheels.

2.8 Base (mounting).—The base or carrier on which the rotating superstructure is mounted such as a truck, crawler or platform.

2.9 Boom.—A timber or metal section or strut. The heel (lower end) is affixed to a base, carriage or support, and the upper end supports a cable and sheaves where the load is lifted by means of wire rope and a hook.

2.10 Boom angle.—The angle between the longitudinal centerline of the boom and the horizontal. The boom longitudinal centerline is a straight line between the boom foot pin (heel pin) centerline, and boom point sheave pin centerline.

2.11 Boom harness.—The block and sheave arrangement on the boom point to which the topping lift cable is reeved for lowering and raising the boom.

2.12 Boom hoist.—A hoist drum and rope reeving system used to raise and lower the boom.

2.13 Boom point.—The outward end of the top section of the boom.

2.14 Boom stop.—A device used to limit the angle of the boom at the highest position.

2.15 Brake.—A device used for retarding or stopping motion by friction or power means.

2.16 Cab.—A housing which covers the rotating superstructure machinery and/or operator's station.

2.16.1 Cableway—A power operated system for moving loads in a generally horizontal direction in which the loads are conveyed on an overhead cable, track or carriage.

2.16.2 Climber crane—A crane erected upon and supported by a building or other

structure which may be raised or lowered to different floors or levels of the building or structure.

2.17 Clutch.—A friction, electromagnetic, hydraulic, pneumatic or positive mechanical device for engagement or disengagement of power.

2.18 Counterweight.—Weight used to supplement the weight of the machine in providing stability for lifting working loads.

2.19 Crane.—A power operated machine for lifting or lowering a load and moving it horizontally which utilizes wire rope and in which the hoisting mechanism is an integral part of the machine.

2.20 Crawler crane.—A crane consisting of a rotating superstructure with power plant, operating machinery and boom, mounted on a base, equipped with crawler treads for travel.

2.21 Derrick.—An apparatus consisting of a mast or equivalent members held at the top by guys or braces, with or without a boom, for use with a hoisting mechanism and operating rope, for lifting or lowering a load and moving it horizontally.

2.21.1 A-Frame derrick.—A derrick in which the boom is hinged from a cross member between the bottom ends of two upright members spread apart at the lower ends and joined at the top; the boom point secured to the junction of the side members, and the side members are braced or guyed from this junction point.

2.21.2 Basket derrick.—A derrick without a boom, similar to a gin pole with its base supported by ropes attched to corner posts or other parts of the structure. The base is at a lower elevation than its supports. The location of the base of a basket derrick can be changed by varying the length of the rope supports. The top of the pole is secured with multiple reeved guys to position the top of the pole to the desired location by varying the length of the upper guy lines. The load is raised and lowered by ropes through a sheave or block secured to the top of the pole.

2.21.3 Breast derrick.—A derrick without a boom. The mast consists of two side members spread farther apart at the base than at the top and tied together at top and bottom by rigid members. The mast is prevented from tipping forward by guys connected to its top. The load is raised and lowered by ropes through a sheave or block secured to the top crosspiece.

2.21.4 Chicago boom derrick.—A boom which it attached to a structure, an outside upright member of the structure serving as the mast, and the boom being stepped in a fixed socket clamped to the upright. The derrick is complete with load, boom, and boom point swing line falls.

2.21.5 Gin pole derrick.—A derrick without a boom. Its guys are so arranged from its top to permit leaning the mast in any direction. The load is raised and lowered by ropes reeved through sheaves or blocks at the top of the mast.

2.21.6 Guy derrick.—A fixed derrick consisting of a mast capable of being rotated, supported in a vertical position by guys, and a boom whose bottom end is hinged or pivoted to move in a vertical plane with a reeved rope between the head of the mast and the boom point for raising and lowering the boom, and a reeved rope from the boom point for raising and lowering the load.

2.21.7 Shearleg derrick.—A derrick without a boom. The mast, wide at the bottom and narrow at the top, is hinged at the bottom and has its top secured by a multiple reeved

guy to permit handling loads at various radii by means of load tackle suspended from the mast top.

2.21.8 Stiffleg derrick.—A derrick similar to a guy derrick except that the mast is supported or held in place by two or more stiff members, called stifflegs, which are capable of resisting either tensile or compressive forces. Sills are generally provided to connect the lower ends of the stifflegs to the foot of the mast.

2.22 Drum.— The cylindrical members around which ropes are wound for raising and lowering the load or boom.

2.23 Dynamic (loading).—Loads introduced into the machine or its components by forces in motion.

2.23.1 Engineer—The word engineer as used in these regulations shall mean a licensed professional engineer except that the certifications for matters relating to crane design may be made by an engineer licensed by any state or foreign jurisdiction or upon proof, to the satisfaction of the commissioner, of his professional competence.

2.23.2 Folding boom.—A boom constructed of hinged sections which is articulated in a folding manner and may be folded for storage or transit.

2.24 Gantry (A-Frame).—A structural frame, extending above the superstructure of a mobile crane, to which the boom supports ropes are reeved.

2.25 Gudgeon pin.—A pin connecting the mast cap to the mast, allowing rotation of the mast.

2.26 Guy.—A rope used to steady or secure the mast or other members in the desired position.

2.26.1 Hoisting machine—A power operated machine used for lifting or lowering a load, utilizing a drum and a wire rope, excluding elevators. This shall include but not be limited to a crane, derrick and cableway.

2.26.2 Hydraulic boom.—A boom which is operated by means of a hydraulic system.

2.27 Jib.—An extension attached to the boom point to provide added boom length for lifting specified loads. The jib may be in line with the boom or offset to various angles.

2.27.1 Lay.—That distance measured along a cable in which one strand makes a complete revolution around the cable axis.

2.28 Load (working).—The external load, in pounds, applied to the crane or derrick, including the weight of auxiliary load attaching equipment such as load blocks, shackles and slings.

2.29 Load block (upper).—The assembly of hook or shackle, swivel, sheaves, pins and frame suspended from the boom point.

2.30 Load block (lower).—The assembly of hook or shackle, swivel, sheaves, pins and frame suspended by the hoisting ropes.

2.31 Load hoist.—A hoist drum and rope reeving system used for hoisting and lowering loads.

2.32 Load ratings.—Maximum loads that may be lifted by a crane or derrick at various angles and positions as approved by the department.

2.33 Mast.—The upright member of a derrick.

2.33.1 Mobile crane.—A crawler crane; a truck crane; or a wheel mounted crane

2.34 Outriggers.—Extendable or fixed metal arms, attached to the mounting base which rest on supports at the outer ends.

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2.35 Reeving.—A rope system in which the rope travels around drums and sheaves.

2.36 Rope.—Refers to wire rope unless otherwise specified.

2.37 Side Loading.—A load applied at an angle to the vertical plane of the boom.

2.38 Sill.—A member connecting the foot block and stiffleg or a member connecting the lower ends of a double member mast.

2.39 Standing (Guy) rope.—A supporting rope which maintains a constant distance between the points of attachment to the two components connected by the rope.

2.40 Structural competence.—The ability of the machine and its components to withstand the stresses imposed by applied loads.

2.41 Superstructure.—The rotating upper frame structure of the machine and the operating machinery mounted thereon.

2.42 Swing.—Rotation of the superstructure for movement of loads in a horizontal direction about the axis of rotatation.

2.43 Swing mechanism.—The machinery involved in providing rotation of the superstructure.

2.44 Tackle.—An assembly of ropes and sheaves arranged for hoisting and pulling.

2.44.1 Telescopic boom.—A boom constructed of sections of diminishing cross sections in which the sections fit within each other. The boom may be extended in a manner similar to a telescope.

2.44.2 Tower crane.—A crane in which a boom, swinging jib or other structural member is mounted upon a vertical mast or tower.

2.45 Transit.—The moving or transporting of a crane from one job site to another.

2.46—Travel.—The function of the machine moving from one location to another, on a job site.

2.47 Travel mechanism.—The machinery involved in providing travel.

2.48 Truck crane.—A crane consisting of a rotating superstructure with power plant, operating machinery and boom, mounted on an automotive truck equipped with a power plant for travel.

2.48.1 Truck mounted tower crane.—A tower crane which is mounted on a truck or similar carrier for travel or transit.

2.49 Wheel base.—Distance between centers of front and rear axles. For a multiple axle assembly the axle center wheel base measurement is taken as the midpoint of the assembly.

2.50 Wheel mounted crane (wagon crane).—A crane consisting of a rotating superstructure with power plant, operating machinery and boom, mounted on a base or platform equipped with axles and rubber tired wheels for travel. The base is usually propelled by the engine in the superstructure, but it may be equipped with a separate engine controlled from the superstructure. Its function is to hoist and swing loads at various radii.

2.51 Whipline (auxiliary hoist).—A separate hoist rope system of lighter load capacity and higher speed than provided by the main hoist.

2.52 Winch head.—A power driven spool for handling of loads by means of friction between fiber or wire rope and spool.

3.0 FILING APPLICATIONS.—FOR APPROVAL AND OPERATION OF CRANES AND DERRICKS.

3.1 In order to obtain a certificate of approval and initial certificate of operation,

as provided in section C26-1902.4, an application for a certificate of approval shall be in quadruplicate at the department of buildings, division of cranes and derricks. information submitted shall correspond to the specific requirements of 3.1.1 and contain the various boom lengths and applicable load ratings for which approval requested. Also, a letter shall be submitted from the owner certifying that he will co with the requirements of 16.1.

3.1.1 The following information shall be submitted by an engineer:

1. Design calculations for:
   (a) Boom or mast
   (b) Jib or extensions
   (c) Gantries
   (d) Counterweight supports and attachments
   (e) Rope
   (f) Overturning stability
   (g) Load test reports where applicable under these regulations.
   Except for derricks, only (a), (b) and (c) shall apply.
2. Material specification statement presenting the type of steel used for construction of items (a) through (e) of 1 above.
3. List of standards used in design and testing.
4. The requirements of 1 and 2 above shall be waived for cranes which h a valid certificate of inspection on October 17, 1969, where such information is available, provided the equipment satisfies the load test requirements of 7.0.

3.2 In order to obtain a certificate of operation for those truck cranes specified Section C26-1902.4(a)(3), an application shall be filed in quadruplicate with the divi of cranes and derricks of the department. A certificate of operation shall be issued by commissioner upon acceptance of the application and after inspection of the crane by department and such crane has been found to be satisfactory. The certificate shall autho only the use of the equipment specifically enumerated and identified by serial numb

4.0 DESIGN OF BOOM AND OTHER STRUCTURAL MEMBERS.—The bo shall be designed as a beam column, subject simultaneously to axial force, torsion bending. Stresses induced in the boom by its movement and due to wind during nor operation shall be considered. Stresses of the boom or other structural members enu rated in 1 and 2 of 3.1.1 shall not exceed those permitted by the "Specifications for De Fabrication and Erection of Structural Steel for Buildings" of the American Institute Steel Construction, AISC-63, 1963, or pursuant to these reference standards.

5.0 USE OF SPECIAL STEELS.—All steel used in the construction of a cr or derrick not specifically accepted for use by the New York city code or appropriate reference standard thereof, must be approved by the board of standards appeals.

6.0 LOAD TESTS FOR NEW MOBILE CRANES.—

6.1 All mobile cranes manufactured after April 1, 1970 shall be tested for stren and stability in accordance with SAE J987, society of automotive engineers recommen practice of May, 1967, and SAE J765, society of automotive engineers recommen practice on April, 1961.

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7.0 LOAD TESTS FOR OTHER MOBILE CRANES.

7.1 Mobile cranes which comply with the provisions of 4 of 3.1.1 for which the information specified in 1 and 2 of 3.1.1 is not available, shall undergo a load test as follows:

1. Maximum load used shall not exceed 20,000 pounds

2. The crane shall be tested at no more than two different radii determined by the Commissioner to determine its compliance with manufacturer's load rated chart as required pursuant to these regulations. Upon satisfaction of this test requirement, the crane may be operated to the capacities represented on the chart.

8.0 CERTIFICATE OF ON-SITE INSPECTION.

8.1 Use of cranes and derricks at job sites.—

8.1.1. In order to operate a crane or derrick at a job site, a certificate of on-site inspection is required as stipulated in C26-1909.4(d). The owner of the premises, building or structure, or his designated representative, shall file an application in quadruplicate at the department office in the borough where the premises is located. Such application shall be accompanied by plans showing proposed locations of the crane or derrick, pertinent features of the site such as assumed soil bearing values, ground elevations and slopes, vaults or other subsurface structures, supporting platforms or structures, and the swing of the crane or derrick. Also, a document shall be submitted, signed by a licensed engineer or registered architect which shall include the following information where the crane or derrick is to be supported by soil:

(a) That he has inspected the soil at the proposed location or locations of the crane or derrick;

(b) His estimate of the soil bearing value;

(c) That he has explored the existence of any sheeting or retaining walls supporting soil adjoining any excavation which may be affected and certifies as to its adequacy;

(d) If the crane or derrick is to be on the street, that he has explored the existence of vaults or other subsurface structures which could impair the bearing value of the street or sidewalk;

(e) That the load imposed upon the soil by the crane or derrick, including supporting platform, does not exceed such bearing value under any condition of loading.

8.1.2 Where a crane not exceeding 100 feet in height, including jibs and any other extensions to the boom is to be used for a period not exceeding 24 hours, or a crane not exceeding 50 feet in height, including jibs and any other extensions to the boom with a maximum rated capacity of 20 tons, is to be positioned on the roadway or sidewalk, a certificate of on site inspection shall be required. However, the requirements relating to plans and a document of a licensed professional engineer or registered architect enumerated in 8.1.1 of this reference standard shall not apply nor shall the three regular working day provisions of section C26-1909.4(d) be applicable under the following conditions:

(1) That a prototype approval has been obtained showing the means required to distribute the weight of the crane and the maximum working loads.

(2) A statement from the owner of the structure, building or premises or his authorized agent that he visited the site and that there are no excavations or retaining walls and that no vaults or subsurface construction exists at the site.

8.1.3 A certificate of on-site inspection shall not be required under the following conditions:

8.1.3.1 For a crane not exceeding 100 feet in height including jibs and any other extensions to the boom, which is to be used for a period not exceeding 24 hours and operating entirely within the property lines and in such locations which are at least a boom length, including jibs and any extensions thereof, distant from all lot lines.

8.1.3.2 For service cranes and clamshells operated entirely within the property lines and within such locations which do not involve the moving of any loads over the roadway or sidewalk. This exemption shall apply only to cranes with a boom length, including jibs and any extensions thereof, not exceeding 110 feet.

8.1.3.3 For cranes as provided in 8.1.3.1 and 8.1.3.2, notice shall be given to the Division of Cranes, Department of Buildings, by telephone at 566-4433 and confirmed in writing, of the operation of the crane at the job site. It shall be the responsibility of an appointed person to provide firm and uniform footing and, when necessary, provide substantial timbers, cribbing or other structural members sufficient to distribute the load so as not to exceed the safe bearing capacity of the underlying material.

8.2 CRANES OR DERRICKS SUPPORTED BY A BUILDING OR STRUCTURE.—

8.21 Where the crane or derrick is supported by a building or a structure, the statement by the licensed engineer or registered architect referred to in 8.1.1 shall include the means of supporting and bracing the equipment.

The swing of the crane or derrick shall be shown on the plans to insure clearance during operation. Computations shall be submitted with the application showing all reactions imposed on the structure by the crane or derrick, including those due to impact and wind. Such computations shall verify that the stability of the building or structure will not be impaired when the crane or derrick is in operation and that no structural members will be overstressed due to forces induced by the crane or derrick.

8.2.2 CONCRETE STRUCTURES.—If the structure is a concrete structure, test reports of the compression strength of the concrete shall be submitted to insure that the concrete supports of the crane or derrick have developed sufficient strength to support the crane or derrick before it is installed.

The means for establishing concrete strength before imposing crane or derrick loads upon the structure shall be indicated on the application.

8.2.3 All anchorages for cranes and derricks shall be approved by an appointed person.

8.3 USE OF PILE DRIVERS AND CLAMSHELLS.—

8.3.1 A certificate of on-site inspection shall not be required for pile drivers or clamshells operating entirely within the lot lines under the following conditions:

8.3.1.1 Where pile driving equipment is designed or supported on a platform so that the soil bearing pressure does not exceed 500 pounds per square foot, certificate of on-site inspection shall not be required.

8.3.1.2 Where clamshells are operating on construction sites and are at least the depth of excavation height from the edge of the excavation and where the soil bearing pressure does not exceed 500 lbs. per square foot, a Certificate of On-Site inspection shall not be required.

8.3.1.3 Where the pressure on the soil is in excess of 500 pounds per square fo

but does not exceed 2,500 pounds per square foot, a pile driver or clamshell may be operated without a certificate of on-site inspection under the following conditions:

(1) That borings have been filed with the department in the construction application under which the work is being performed, and

(2) An amendment is filed to such application by an engineer or architect certifying that on the basis of the borings, the soil is adequate to support the load to be imposed thereon by the subject equipment.

8.4 THE REQUIREMENTS OF 8.1.1, 8.2 and SECTION C26-1602.4(d) SHALL ALSO APPLY TO CABLEWAYS.

**8.5 Notwithstanding the provisions of 8.0 through 8.4 where a crane is operated on the sidewalk or roadway, a permit from the department of highways shall be obtained and the pressure on such surface shall not exceed 1,000 pounds per square foot up to a total pressure of 10 tons and shall not exceed 1,500 pounds per square foot for that part of the total pressure in excess of 10 tons. The pressure shall be distributed on the roadway by means of timber platforms not less than six (6) inches thick and sufficient to uniformly distribute the pressure as required above.

9.0 UNSAFE HOISTING MACHINES

9.1 When it is found that equipment is dangerous or unsafe a notice or order to stop work may be issued by the commissioner, or his authorized representative. Such notice or order may be given to the owner or lessee of the equipment involved, or to the agent of any of them, or to the person or persons executing the work or operating the equipment in writing. If the operation of the hoisting machine is not discontinued, the inspector shall report same to his superior and an engineer shall be sent to reinspect. Upon confirmation of the unsafe condition by the engineer, the hoisting machine shall be red tagged. All persons shall be prohibited from using the said equipment until the danger is removed or the unsafe condition is rectified. An unsafe notice shall not be removed from the equipment, except by an authorized inspector or representaive of the department of buildings.

10.0 ANNUAL RENEWAL OF CERTIFICATE OF OPERATION.—Applications for renewal of a certificate of operation, as stipulated in C26-1602.4(c), shall be accompanied by inspection and maintenance records in accordance with 15.1 and 18.1. Upon approval of the application, a new certificate of operation shall be issued after a satisfactory inspection by a department inspector.

11.0 WELDED CONSTRUCTION.—

11.1 Welding of structural members of cranes and derricks enumerated in 1 and 2 of 3.1.1 shall conform to the recommended practices of the American Welding Society as outlined in specifications for welded highway and railway bridges AWS D 2.0-66 or other recognized standards or pursuant to RS 19-2.

11.2 For welding of steels not covered by AWS D 2.0-66, for all cranes manufactured after April 1, 1970 and all welding performed after that date shall conform to recognized standards.

11.3 The commissioner may require such welds to be tested as he deems necessary.

12.0 LOAD RATINGS AND STABILITY OF CRANES AND DERRICKS.—

12.1 LOAD RATINGS—WHERE STABILITY GOVERNS LIFTING PERFORMANCE (MOBILE CRANES).—

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12.1.1 Load ratings for mobile cranes manufactured after April 1, 1970 shall be established by tests performed in accordance with crane load stability test code, SAE J 765, April, 1971.

12.1.2 The margin of stability for determination of load ratings, with booms of stipulated lengths at stipulated working radii for the various types of crane mountings shall be established at 75 per cent of the load which will produce a condition of tipping or balance with the boom in the least stable direction relative to the mounting where overturning stability governs the lifting performance.

13.0 LOAD RATINGS—WHERE STRUCTURAL COMPETENCE GOVERNS LIFTING PERFORMANCE—

13.1 Load rating at some radii for mobile cranes and load ratings for climber, tower cranes and derricks are governed by structural competence. Therefore, the limitation on crane loading must be such that no structural member is overstressed, and load rating charts shall be subject to this limitation.

13.2 LOAD RATING CHART.—

13.2.1 Mobile cranes.—A durable angle and load chart with clearly legible letters and figures shall be provided with each mobile crane and securely fixed to the crane cab in a location easily visible to the operator while seated at his control station. The chart shall contain a full and complete range of crane load ratings, as approved by the department, at all stated operating radii and boom angles, and for all permissible boom lengths, job lengths and angles, also alternate ratings for use and non-use of optional equipment on the mobile crane, such as outriggers and counterweights which affect ratings. The chart shall also contain essential precautionary or warning notes relative to limitations on equipment and operating procedures, including indication of the least stable position. In addition, the chart shall include the following statement:

"Load ratings shown on this chart makes no allowance for such factors as the effect of freely suspended loads, wind, ground conditions, inflation of rubber tires and operating speeds. The operator therefore shall reduce load ratings in order to take these conditions into account."

13.2.2 Each mobile crane, excluding those used with pile driving or dragline equipment, with a maximum rated capacity exceeding one ton shall be provided with a boom angle indicator that shall make the boom angle in degrees clearly visible to the operator at all times. Such crane, except when used with a clamshell, shall be equipped with safety devices as stipulated in 19.1.1 (a), (b), (c), (d) and (f).

13.2.3 Tower and climber cranes.—A substantial, durable and clearly legible rating chart shall be provided with each tower and climber crane and securely affixed in the cab. The chart shall include load ratings approved by the department for specific lengths of components, counterweights, swing, and radii.

14.0 BACKWARD STABILITY OF MOBILE CRANES—The backward stability of a mobile crane is its ability to resist overturning in the backward direction while in the unloaded condition. The degree of resistance to backward overturning is reflected in the margin of backward stability.

14.1 The general conditions applicable to mobile cranes for determination of backward stability margin, are as follows:

14.1.1 Crane to be equipped for normal crane operation with shortest recommended boom.

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14.1.2 Boom positioned at minimum recommended radius.

14.1.3 Crane to be unloaded.

14.1.4 Outriggers free of the bearing surface unless specified by manufacturer for stationary use.

14.1.5 Crane to be standing on firm supporting surface level within one percent grade.

14.1.6 All fuel tanks at least half full.

14.2 The following are minimum acceptable backward stability conditions for the various types of mobile cranes:

14.2.1 Crawler cranes. The horizontal distance between the center of gravity of the crane and the axis of rotation shall not exceed 70% of the radial distance from the axis of rotation to the backward tipping fulcrum in the least stable direction.

14.2.2 Truck and wheel mounted cranes:

(a) With the longitudinal axis of the rotating superstructure of the crane at 90 degrees to the longitudinal axis of the carrier, the total load on all wheels on the side of the carrier under the boom shall not be less than 15 per cent of the total weight of the crane.

(b) With the longitudinal axis of the rotating superstructure of the crane in line with the longitudinal axis of the carrier, in either direction, the total load on all wheels under the lighter loaded end of the carrier shall not be less than 15 per cent of the total weight of the crane.

15.0 INSPECTION REQUIRED BY OWNER FOR CRANES AND DERRICKS

15.1 Certification and Inspections required.—The owner of a crane or derrick when applying for a certificate of approval in accordance with 3.0 shall certify that all applicable regulation regarding inspection and maintenance will be complied with. All inspections required by the owner shall be performed only by appointed personnel. The inspections shall be performed to provide information requested in a department supplied chart and all deficiencies shall be corrected. No record of information not required by such chart shall be required to be maintained in writing.

15.2 Inspection classification.—Inspection procedure for cranes and derricks in regular service is divided into two general classifications based upon the intervals at which inspection should be performed. The intervals in turn are dependent upon the nature of the critical components of the crane or derrick and the degrees of their exposure to wear, deterioration or malfunction. The two general classifications are herein designated as "frequent" and "periodic" with respective intervals between inspections as defined below:

15.2.1 Frequent inspection.—Daily to monthly intervals.

15.2.2—Periodic inspection.—1 to 12 month intervals or as specifically recommended by the manufacturer.

15.3 Frequent inspection.—Items such as the following shall be inspected for defects at intervals as defined in 16.2.1 or as specifically indicated, including observation during operation for any defects which might appear between regular inspections. Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.

15.3.1 All control mechanisms for maladjustment interfering with proper operation. Daily.

15.3.2 All control mechanisms for excessive wear of components and contamination by lubricants or other foreign matter.

15.3.3 All safety devices for malfunction.

15.3.4 Deterioration or leakage in air or hydraulic systems. Daily.

15.3.5 Crane or derrick hooks with deformations or cracks. Refer to 15.3.3(c).

15.3.6 Rope reeving for non-compliance with crane or derrick manufacturer's recommendations.

15.3.7 Electrical apparatus for malfunctioning, signs of excessive deterioration, dirt, moisture accumulation, weatherproofing and grounding.

15.3.8 Tension in derrick guys. Daily.

15.3.9 Plumb of derrick mast.

15.3.10 Hoist brakes, clutches and operating levers. Check daily for proper functioning before beginning operations.

15.4 Periodic inspection of cranes and derricks.—Complete inspections of the crane or derrick shall be performed at intervals as generally defined in 16.2.2, depending upon its activity, severity of service, and environment, or as specifically indicated below. These inspections shall include the requirements of 16.3, and in addition, items such as the following. Any deficiencies such as listed shall be carefully examined and determination made as to whether they constitute a safety hazard.

15.4.1 Deformed, cracked or corroded members in the crane or derrick structure and boom.

15.4.2 Loose bolts or rivets.

15.4.3 Cracked or worn sheaves and drums.

15.4.4 Worn, cracked or distorted parts such as pins, bearings, shafts, gears, rollers and locking devices.

15.4.5 Excessive wear on brake and clutch system parts, linings, pawls and ratchets.

15.4.6 Load, boom angle and other indicators over their full range, for any significant inaccuracies.

15.4.7 Gasoline, diesel, electric or other power plants for improper performance or non-compliance with safety requirements.

15.4.8 Excessive wear of chain drive sprockets and excessive chain stretch.

15.4.9 Crane or derrick hooks. Magnetic particle or other suitable crack detection inspection should be performed at least once each year by an inspection agency retained by the owner and approved by the department. Certified inspection reports are to be made available to the department upon request.

15.4.10 Travel steering, braking and locking devices, for malfunction.

15.4.11 Excessively worn or damaged tires.

15.4.12 Derrick gudgeon pin for cracks, wear and distortion each time the derrick is to be erected.

15.4.13 Foundation or supports shall be inspected for continued ability to sustain the imposed loads.

15.5 Cranes or derricks not in regular use.—

15.5.1 A crane or derrick which has been idle for a period of one month or more

but less than six months, shall be given an inspection by the owner conforming with requirements of 15.3 and 18.1.3 before an application for a certificate of on-site inspection in accordance with C26-1909.4(d) is submitted to the department.

15.5.2 A crane which has been idle for a period of over six months shall be given a complete inspection by the owner conforming with requirements of 15.3, 15.4 and 18.1.3 before an application for a certificate of on-site inspection in accordance with C26-1909.4(d) is submitted to the department.

16.0 TESTING REQUIRED FOR CRANES AND DERRICKS, MANUFACTURED AFTER APRIL 1, 1970, BY MANUFACTURER OR OWNER.—

16.1 Operational test.—

16.1.1 In addition to prototype tests and quality control measures, each new production crane and derrick shall be tested by the manufacturer to the extent necessary to insure compliance with the operational requirements of this section, including functions such as the following:

(a) Load hoisting and lowering mechanisms.
(b) Boom hoisting and lowering mechanisms.
(c) Swinging mechanism.
(d) Traveling mechanism.
(e) Safety devices.

16.1.2 Where the complete production crane or derrick is not supplied by one manufacturer such tests shall be conducted at final assembly.

16.1.3 Operational test and production test results certified by the manufacturer or a licensed professional engineer shall be made available to the department with each application for a certificate of approval for a crane or derrick, in accordance with 3.0.

16.14 For all cranes and derricks, where electrically powered, the trip setting of hoist limit switches shall be determined by tests with an empty hook traveling in increasing speeds to the maximum speed. The activating mechanism of the limit switch shall be located so that it will trip the switch under all conditions in sufficient time to prevent contact of the hook or load block with any part of the derrick or crane.

17.0 MAINTENANCE OF CRANES AND DERRICKS.—

17.1 Preventive maintenance.—

17.1.1 A preventive maintenance program based on the crane or derrick manufacturer's recommendations shall be established. Dated and detailed records shall be readily available to the department.

17.1.2 It is recommended that replacement parts be obtained from the original equipment manufacturer.

17.2 Maintenance procedure.—

17.2.1 Before adjustments and repairs are started on a crane or derrick, the following precautions shall be taken as applicable:

(a) Crane or derrick placed or arranged where it will cause the least interference with other equipment or operations in the area.
(b) All controls at the "off" position.
(c) Starting means rendered inoperative.
(d) Warning or "out of order" signs placed on the crane or derrick and hoist.
(e) Power plant stopped or disconnected at take-off.

(f) Boom lowered to the ground if possible or otherwise secured against dropping.

(g) Lower load block lowered to the ground or otherwise secured against dropping.

17.2.2 After adjustments and repairs have been made, the crane or derrick shall not be operated until all guards have been reinstalled, safety devices reactivated and maintenance equipment removed.

17.3 ADJUSTMENTS AND REPAIRS.—

17.3.1 Any unsafe conditions disclosed by the inspection requirements of 16.0 shall be corrected before operation of the crane or derrick is resumed. Adjustments and repairs shall be done only by appointed personnel.

17.3.2 Adjustments shall be maintained to assure correct functioning of components. The following are examples:

(a) All functional operating mechanisms.

(b) Safety devices.

(c) Control systems.

(d) Power plants.

(e) Tie downs or anchorages.

(f) Signal system.

(g) Guys.

17.3.3 Repairs or replacements shall be provided promptly as needed for safe operation. The following are examples:

(a) All critical parts of functional operating mechanisms which are cracked, broken, corroded, bent or excessively worn.

(b) All critical parts of the crane or derrick structure which are cracked, bent, broken or excessively corroded.

(c) Crane or derrick hooks showing defects described in 16.3.5 shall be discarded. Repairs by welding or reshaping are not acceptable unless written approval of the department is obtained.

(d) Pitted or burned electrical contacts should be corrected only by replacement and in sets. Controller parts should be lubricated as recommended by the manufacturer.

17.3.4 All replacement parts or repairs shall have at least the original safety factor and be in accordance with the specifications of the manufacturer. Approval of the department shall be required for the replacement or repair of main structural members as enumerated in 1 and 2 of 3.1.1 for which no fee will be required.

17.4 LUBRICATION OF CRANES AND DERRICKS.—

17.4.1 All moving parts of the crane or derrick and hoist for which lubrication is specified, including rope and chain, shall be regularly lubricated. Lubricating systems shall be checked for proper delivery of lubricant. Particular care should be taken to follow manufacturer's recommendations as to point and frequency of lubrication, maintenance of lubricant levels and types of lubricants to be used. Lubrication shall be performed under the supervision of the crane operator, oiler or maintenance engineer.

17.4.2 Machinery shall be stationary while lubricants are being applied and protect-

provided as called for in 17.2.1(b) through 17.2.1(2) inclusive, unless equipped for automatic lubrication.

18.0 ROPE INSPECTION, REPLACEMENT AND MAINTENANCE BY OWNER FOR CRANES AND DERRICKS.—

18.1 INSPECTION.—

18.1.1 All ropes in continuous service should be visually inspected once every working day. A thorough inspection of all ropes in use shall be made at least once a month. All inspections shall be performed by an appointed person. Any deterioration resulting in measurable loss of original weight, such as described below shall be carefully noted and determination made as to whether further use of the rope would constitute a safety hazard:

(a) Reduction of rope diameter below nominal diameter due to loss of core support, internal or external corrosion or wear of outside wires.

(b) A number of broken outside wires and the degree of distribution of concentration of such broken wires.

(c) Worn outside wires, "birdcaging," or kinks.

(d) Corroded or broken wires at end connections.

(e) Corroded, cracked, bent, worn or improperly applied end connections.

(f) Severe kinking, crushing, cutting or unstranding.

18.1.2 Heavy wear and/or broken wires may occur in sections in contact with equalizer sheaves, or other sheaves where rope travel is limited, or with saddles. Particular care shall be taken to inspect ropes at these locations.

18.1.3 All rope which has been idle for a period of a month or more due to shutdown or storage of the crane or derrick on which it is installed shall be given a thorough inspection before it is placed in service. This inspection shall be for all types of deterioration and shall be performed by an appointed person whose approval shall be required for further use of the rope.

18.1.4 Particular care shall be taken in the inspection of non-rotating rope.

18.2 ROPE REPLACEMENT.—

18.2.1 Safety in regard to rope replacement shall depend upon the use of good judgment by an appointed person in evaluating strength in used rope.

18.2.2 Conditions such as the following should be sufficient reason for replacement:

(a) In running ropes, six randomly distributed broken wires in one lay or three broken wires in one strand in one lay.

(b) Wear of one-third the original diameter of outside individual wires.

(c) Kinking, crushing, bird caging or any other drainage resulting in distortion of the rope structure.

(d) Evidence of any heat damage from any cause.

(e) Reductions from nominal diameter of more than 3/64 inch for diameters to and including ¾ inch, 1/16 inch for diameter ⅞ inch to 1⅛ inches inclusive, 3/32 inch for diameters 1¼ inches to 1½ inches inclusive.

(f) In standing ropes, more than two broken wires in one lay in sections beyond end connections or more than one broken wire at an end connection.

(g) In standing or running ropes noncompliance with section C26-1909.2(b), (c) or (d).

18.2.3 Discarded rope should not be used for slings.

18.3 ROPE MAINTENANCE—

18.3.1 Rope shall be stored to prevent damage or deterioration.

18.3.2 Unreeling or uncoiling of rope shall be done as recommended by the manufacturer and with extreme care to avoid kinking or inducing a twist.

18.3.3 Before cutting a rope, seizings shall be placed on each side of the point where the rope is to be cut to prevent unlaying of the strands. On pre-formed rope, one seizing on each side of the cut is required. On non-preformed ropes of ¾ inch diameter or smaller, two seizings on each side of the cut are required, and for non-preformed rope of one inch diameter or larger, three seizings on each side of the cut are required.

18.3.4 During installation care shall be observed to avoid dragging of the rope in dirt or around objects which will scrape, nick, crush, or induce sharp bends in it.

18.3.5 Rope should be maintained in a well lubricated condition. It is important that lubricant applied as part of a maintenance program shall be compatible with the original lubricant and to this end the rope manufacturer should be consulted. Those sections of rope which are located over sheaves or otherwise hidden during inspection and maintenance procedures require special attention when lubricating rope. The object of rope lubrication is to reduce internal friction and to prevent corrosion. Periodic field lubrication is particularly important for non-rotating rope.

19.0 SAFETY DEVICES REQUIRED—

Each crane or derrick, having a maximum rated capacity exceeding one ton shall be equipped with safety devices approved by the board of standards and appeals in accordance with the following:

19.1 All cranes or derricks having a maximum rated capacity exceeding one ton shall be equipped with safety devices as provided herein, except equipment used exclusively for pile driving, clamshell and dragline used for excavation. These safety devices shall be approved by the board of standards and appeals and shall be installed within six months after said devices are approved. However, for climber and tower cranes, excluding truck-mounted tower cranes the safety devices shall be required immediately and may be accepted by the commissioner of buildings pending approvals by the borad of standards and appeals.

19.1.1 All mobile cranes, including truck mounted tower cranes, except as provided in 19.1, shall be equipped with:

(a) A warning light and an acoustical signal to indicate when the working load exceeds a predetermined magnitude.

(b) Where electrically powered, a dead man control on control levers in the cab.

(c) A visual and acoustical warning signal to indicate when the inclination of the boom is changed from the present angle at which the crane or derrick shall be operated for working loads.

(d) A visual and acoustical signal to indicate when the speed of swing exceeds a permitted limit.

(e) An effective audible warning and operating signal on the outside of the cab.

(f) A warning light and an acoustical signal to indicate when the moment which tends to cause a crane to overturn exceeds a predetermined magnitude.

(g) Telescoping boom stops and boom hoist safety shutoffs. However, telescoping boom stops shall not be required for telescoping booms.

(h) An indicator for leveling the crane.

19.1.2 All tower cranes and climber cranes excluding truck-mounted tower cranes, shall have the following safety devices:

(a) Warning light shall be activated at 100% allowable overturning moment.

(b) Acoustic signal shall sound at 105% allowable overturning moment.

(c) Automatic stop if 110% allowable overturning moment is reached.

(d) Automatic stop if load exceeds maximum rated load in high gear.

(e) Automatic stop if load exceeds maximum rated load in intermediate gear.

(f) Automatic stop if load exceeds maximum rated load in low gear.

(g) Predeceleration before top position of the hook.

(h) Limit switch for top position of the hook.

(i) Predeceleration before low position of the hook

(j) Limit switch for the trolley traveling out.

(k) Limit switch for the trolley traveling in.

(l) Acceleration limitation on the hoist movement.

(m) Acceleration limitation on the swing movement.

(n) Acceleration limitation on the trolley movement.

(o) Deadman control on both joy sticks in box.

19.1.3 Where electrically powered, all derricks shall be equipped with a deadman control on control levers.

20.0 CHARACTERISTIC AND SPECIAL REQUIREMENTS FOR MOBILE CRANES—

20.1 Hoists, load and swing mechanisms.

20.1.1 Boom Hoist.

(a) The boom hoist shall be capable of lifting the boom when the outer end is at the level of the surface on which the crane rests.

(b) The hoisting mechanism shall be provided with a cumble clutching or power engaging device permitting immediate starting or stopping of the boom drum motion. The hoisting mechanism also shall be provided with a self setting safety brake, capable of supporting all rated loads, with recommended reeving.

(c) Brakes and clutches shall be arranged to be readily adjusted to compensate for wear and to maintain adequate tension in springs where used.

(d) The hoisting mechanism shall be provided with an auxiliary ratchet and pawl or other positive locking device for use as an added safety feature.

(e) The hoist drum shall have sufficient rope capacity to operate the boom at all positions between the horizontal and the highest angle recommended by the manufacturer and accepted by the department of buildings for the accepted reeving and rope size, and

(1) At least three full wraps of rope shall remain on the drum when the boom

(i) Positive means, controllable from the operator's station, shall be provided to point is lowered to the level of the crane supporting surface.

(2) The drum end of the rope shall be anchored by a clamp securely attached to the drum or a wedge socket arrangement approved by the crane or rope manufacturer and accepted by the department of buildings.

(f) The drum diameter shall be sufficient to provide a first layer rope pitch diameter of not less than 15 times the nominal diameter of the rope used.

20.1.2 Load Hoist—

(a) The load hoist assemblies shall have power and operational characteristics adequate to perform all load hoisting and lowering functions required in crane service when operated under conditions recommended by the manufacturer and submitted to the department of buildings.

(b) Where brakes and clutches are used to control the motion of the load hoist drums, they shall be of sufficient size and thermal capacity to control all rated crane loads with minimum accepted reeving.

(c) Load hoist drums shall have sufficient rope capacity size and reeving to perform crane service within the range of boom lengths, operating radii and vertical lifts stipulated by the manufacturer and accepted by the department of buildings.

(d) No less than three full wraps of rope shall remain on the drum when the hook is in its extreme low position.

(e) The drum end of the rope shall be anchored by a clamp securely attached to the drum or by a wedge socket arrangement approved by the crane or rope manufacturer and accepted by the department of buildings.

(f) Drums shall be provided with a means to prevent rope from jumping off the drum.

(g) The diameter of the load hoist drum shall be sufficient to provide a first layer rope pitch diameter of not less than 18 times the nominal diameter of the rope used.

(h) Positive means, controllable from the operator's station, shall be provided to hold the drum from rotating in the lowering direction and be capable of holding the rated load indefinitely without further attention from the operator.

(i) Drum speed indicators shall be provided and located to afford easy sensing by the operator except when a crane is used exclusively with a clamshell or dragline for excavation purposes or for pile driving.

20.1.3 Load Hoist Brakes—

(a) When power-operated brakes having no continuous mechanical linkage between the actuating and braking means are used for controlling loads, an automatic means shall be provided to prevent the load from falling in event of loss of brake actuating power.

(b) Foot-operated brake pedals shall be constructed so that the operator's feet will not easily slip off, and shall be equipped with a means for latching in the applied position.

(c) Brakes and clutches shall be provided with adjustments where necessary to compensate for wear and to maintain adequate tension in springs where used.

20.1.4 Optional power-controlled lowering.—

A power-controlled lowering device may be provided to obtain precision lowering and to reduce demand on the load brake. Such device shall be capable of handling rated loads and speeds as specified by the manufacturer and approved by the department of buildings.

20.1.5 Swing control.—

(a) The swing mechanism shall be capable of smooth starts and stops with the varying degrees of acceleration and deceleration required in normal crane operation.

(b) A brake having adequate holding power in both direction shall be provided to prevent movement of the rotating superstructure, when desired under normal operation. The brake shall be capable of being set in the holding position and remaining so without attention on the part of the operator.

(c) A device for positively locking the rotating superstructure shall be provided It shall be so constructed as to prevent accidental engagement or disengagement.

20.2 Travel controls.

20.2.1 General.—

(a) On all mobile crane types except truck cranes the controls for the travel function shall be located at the operator's station in the crane cab.

(b) On truck cranes the main travel controls shall be located in the truck cab. Auxiliary travel controls may be provided in the crane cab.

20.2.2 Travel mechanism.—

(a) On crawler cranes, the travel and steering mechanism shall be arranged so that it is not possible for both crawlers to become disconnected simultaneously from the power train and to free wheel.

(b) On truck cranes, the carrier transmission shall have a gear-ratio pattern and adequate control to minimize stalling.

20.2.3 Travel Brakes and Locks.—

(a) On crawler cranes, brakes or other locking means shall be provided to hold the machine stationary during working cycles on level grade or while the machine is standing on maximum grade recommended for travel. Such brakes or locks shall be arranged to remain in engagement in event of loss of operating power.

(b) On truck and wheel-mounted cranes, means shall be provided to control completely the crane carrier travel when descending maximum grades specified by the manufacturer under maximum loading conditions. Brakes shall be provided to bring the machine to a stop on level ground within a distance of 32 feet from a speed of 15 miles per hour. Where long or steep grades are to be negotiated, a retarder or similar devices should be provided. Means shall be provided to hold the machine stationary on the maximum grade for travel recommended by the manufacturer.

20.3 Operating Controls.—

20.3.1 General

(a) All controls used during the normal crane operating cycle shall be located within easy reach of the operator while seated at his station.

(b) Arrangement of controls shall be in accordance with applicable requirements of SAE recommended practice crane-shovel basic operating control arrangements, J933 as approved April, 1957. Controls for load hoist, boom hoist, and swing clutches shall be provided with means for holding in neutral position, without the use of positive latches.

(c) Shielded panel lights shall be installed over controls.

20.3.2 Control Forces and Movements.—

(a) When the crane is operated within the ratings and reeving accepted by the department of buildings, controls shall meet the following requirements:

1—Forces required to operate shall not be greater than 35 pounds on hand levers nor greater than 50 pounds on foot pedals.

2—Travel distance on hand levers shall not be greater than 14 inches from the neutral position on two-way levers and not greater than 24 inches on one-way levers. Travel distance on foot pedals shall not be greater than 10 inches.

20.3.3 Power Plant Controls.—Controls for operating the superstructure power plant shall be within easy reach of the operator and shall include:

(a) Means to start and stop.

(b) Means to control speed of internal combustion engines

(c) Means for shifting selective transmission.

20.3.4 Engine clutch.—

All cranes shall be provided with a clutch for disengaging power to superstructure machinery. The clutch control shall be within reach from the operator's station.

20.4 Ropes and reeving accessories.

20.4.1 Ropes.—

(a) The hoisting rope shall be of a construction submitted to the department of buildings for crane service. Non-rotating rope shall not be used for boom hoist reeving nor for multiple part reeving.

(b) Socketing shall be done in a manner specified by the manufacturer of the assembly and submitted to the department of buildings.

(c) If a load is supported by more than one part of rope, the tension in the ropes shall be equalized.

(d) Whenever exposed to temperatures at which fibre cores would be damaged ropes having an independent wire-rope or wire-strand core, or other temperature damage-resistant core shall be used.

(e) Replacement rope shall be the same size grade and construction as the original rope furnished by the crane manufacturer and submitted to the department of buildings.

20.4.2 Rope safety factors.—

(a) For supporting rated loads (including boom suspensions):

1—The safety factor for live or running ropes that wind on drums or pass over sheaves shall be not less than 3.5.

2—The safety factor for boom pendants or standing ropes shall be not less than 3.0.

(b) for supporting the boom and working attachments at recommended travel or transit positions and boom lengths as approved by the department of buildings, the safety factor shall be:

1—For live or running ropes, not less than 3.5.

2—For boom pendants or standing ropes, not less than 3.0.

(c) For supporting the boom under boom erection conditions, as approved by the department of buildings, the safety factor shall be:

1—For live or running ropes, not less than 3.0.

2—For boom pendants or standing ropes, not less than 2.5.

20.4.3 Reeving accessories.—

(a) All fastening devices and accessories shall be approved by the board of standards and appeals.

(b) Eye splices shall be made in an approved manner and rope thimbles shall be used in the eye.

(c) U-bolt clips shall have the U-bolt section on the dead or short end, and the saddle on the live or long end of the rope. Spacing and number of all types of clips shall be in accordance with the clip manufacturer's recommendation and submitted to the department of buildings. Clips shall be drop-forged steel in all sizes manufactured commercially. When a newly installed rope has been in operation for one hour, all nuts on the clip bolts shall be retightened, and they shall be checked for tightness at frequent intervals thereafter.

(d) Swaged, compressed or wedge-socket fittings shall be applied as recommended by the rope or crane manufacturer or fitting manufacturer and submitted to the department of buildings.

20.4.4 Sheaves.—

(a) Sheave grooves shall be smooth and free from surface defects which could cause rope damage. The cross sectional radius at the bottom of the groove shall be such as to form a close-fitting saddle for the size of rope used and the sides of the groove shall be tapered outwardly to facilitate entrance of the rope into the groove. Flange corners shall be rounded and the rims shall run true about the axis of rotation.

(b) Sheaves carrying ropes which may be momentarily unloaded shall be provided with close-fitting guards or other suitable devices to guide the rope back into the groove when the load is reapplied.

(c) The sheaves in the lower load block shall be equipped with close-fitting guards that will prevent ropes from becoming fouled when the block is lying on the ground with ropes loose.

(d) Means shall be provided to prevent chafing of the ropes.

(e) All sheave bearings shall be provided with means for lubrication unless permanently lubricated bearings are provided.

20.4.5 Sheave sizes.—

(a) Boom hoisting sheaves shall have pitch diameters of not less than 15 times the nominal diameter of the rope used.

(b) Load hoisting sheaves shall have pitch diameters not less than 18 times the nominal diameter of the rope used.

(c) Load block sheaves shall have pitch diameters not less than 16 times the nominal diameter of the rope used.

20.5 Crane cabs.—

20.5.1 Crane cab construction.—

(a) Insofar as practical, all cabs shall be constructed to enclose the superstructure machinery, brakes and the operator's station to provide protection from the weather.

(b) All windows shall be of safety glass or equivalent. Windows shall be provided in the front and on both sides of the cab or operator's compartment for visibility forward and to either side. Visibility forward shall include a vertical range adequate to cover the boom point at all times. The front window shall have a section which can be readily removed or held open if desired. If the section is of the type held in the open position, it shall be well secured to prevent accidental closing.

(c) All cab doors whether of sliding or swinging type shall be adequately restrained from accidental opening or closing while traveling or operating the machine. The door adjacent to the operator, if of the swinging type, shall open outward and, if of the sliding type, shall slide rearward to open.

(d) A clear passageway shall be provided from the operator's station to an exit door on the operator's side.

(e) Principal walking surfaces in cabs shall be of an anti-skid type.

(f) Outside platforms, if furnished, shall be provided with guard rails. Where platforms are too narrow to use guard rails, handholds shall be provided at convenient points above the platform.

20.5.2 Access to cab.—On all crawler, truck and wheel mounted cranes, suitable handholds and steps shall be provided to facilitate entrance to and exit from the operator's cab and the truck cab.

20.5.3 Access to cab roof.—Where access to the cab roof is necessary for rigging or service requirements, a ladder or steps shall be provided to give access thereto and the cab roof shall be capable of supporting, without permanent distortion, the weight of a 200 pound man.

21.0 CHARACTERISTICS AND SPECIAL REQUIREMENTS FOR DERRICKS.—

21.1 Load Ratings—

21.1.1 Rated Load Marking.—

(a) For derricks with fixed lengths of boom, guy, and mast, a substantial, durable and clearly legible rating chart shall be provided with each derrick and securely affixed where it is visible to personnel responsible for the safe operation of the equipment. The chart shall include but not necessarily be limited to the following data:

1—Manufacturer's load ratings as approved by the department at corresponding ranges of boom angle or operating radii.

2—Specific lengths of components on which the load ratings are based

3—Required parts for hoist reeving. Size and construction of rope may be shown either on the rating chart or in the operating manual.

(b) For all other derricks, the manufacturer shall provide sufficient information from which capacity charts can be prepared and approved by the department for the particular installation. The capacity charts shall be located either at the derrick or the job site office.

21.2 Construction.—

21.2.1 General.—Derricks shall be constructed to adequately meet all stresses imposed on all members and components.

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21.2.2 Guy Derricks.—

(a) The minimum number of guys is six. Preferably, the guys should be equally spaced around the mast.

(b) The manufacturer shall furnish complete information recommending:

1—the number of guys;

2—the spacing around the mast;

3—the maximum vertical slope and initial tension or sag of all guys;

4—the size and construction of rope to be used in each.

(c) The mast base shall permit free rotation of the mast with allowance for slight tilting of the mast caused by guy slack.

(d) The mast cap shall:

1—permit free rotation of the mast;

2—adequately withstand tilting and cramping action imposed by the guy loads;

3—be secured to the mast to prevent disengagement during erection;

4—be provided with means for attachment of guy ropes.

21.2.3 Stiff Leg Derrick.—

(a) The mast shall be supported in the vertical position by two stiff legs one end of each being connected to the top of the mast and the other end securely anchored. The stiff legs shall be capable of withstanding the loads imposed by the boom at any point within its range of swing.

(b) The mast base shall:

1—permit free rotation of mast;

2—permit slight inclination of the mast without binding;

3—provide means to prevent the mast from lifting out of its socket when the mast is in tension.

(c) The stiff leg connecting member at the top of the mast shall:

1—permit free rotation of the mast;

2—adequately withstand the loads imposed by the action of the stiff legs;

3—be so secured as to oppose lift off forces at all times.

21.3 Ropes and Reeving Accessories.

21.3.1 Guy Ropes.—

(a) Guy ropes shall be of suitable size, grade and construction to withstand the maximum load imposed.

(b) The nominal breaking strength of each rope shall be no less than three times the loads applied to the rope.

(c) Tie downs or kicker devices which may be easily loosened shall have locknuts or other suitable provision to prevent loosening.

21.3.2 Boom Hoist Ropes.—

(a) Boom hoist ropes shall be of suitable size, grade and construction to withstand the maximum load imposed.

(b) The live rope reeving system in a boom suspension shall withstand the maximum load imposed and be of sufficient length to permit lowering the boom point to horizontal position with at least three full wraps of rope remaining on the hoist drum.

(c) The nominal breaking strength of the most heavily loaded rope in a system shall be no less than three and a half times the loads applied to that rope.

21.3.3 Main Hoist Ropes.—

(a) Main hoist ropes shall be of a suitable size and construction to withstand the maximum load imposed.

(b) Ropes in the main hoisting system shall be of sufficient length for the entire range of movement specified for the application with at least three full wraps of rope on the hoist drum at all times.

(c) The nominal breaking strength of the most heavily loaded rope in a system shall be no less than three and a half times the load applied to that rope.

21.3.4 Reeving Accessories.—

(a) Socketing shall be done in the manner specified by the manufacturer of the assembly.

(b) Rope end shall be anchored securely to the drum.

(c) Eyes shall be made in an approved manner and rope thimbles should be used in the eye.

(d) U-bolt clips shall have the U-bolt on the dead or short end, and the saddle on the live or long end of the rope. Spacing and number of all types of clips shall be in accordance with the clip manufacturer's recommendation and submitted to the department. Clips shall be drop-forged steel in all sizes manufactured commercially. When a newly installed rope has been in operation for an hour, all nuts on the clip bolts shall be retightened, and they should be checked for tightness at frequent intervals thereafter.

(e) Swaged, compressed, or wedge-socket fittings shall be applied as recommended by the rope, derrick, or fitting manufacturer.

(f) Where a half wedge socket is used it shall be of a positive locking type.

(g) If a load is supported by more than one rope, the tension in the parts shall be equalized.

21.3.5 Sheaves.—

(a) Sheave grooves shall be smooth and free from surface defects which could cause rope damage. The cross sectional radius at the bottom of the groove should be such as to form a close fitting saddle for the size rope used and the sides of the groove should be tapered outwardly to facilitate entrance of the rope into the groove. Flange corners should be rounded and the rims should run true about the axis of rotation.

(b) Sheaves carrying ropes which can be momentarily unloaded shall be provided with close fitting guards or other suitable devices to guide the rope back into the groove when the load is applied again.

(c) The sheaves in the lower load block shall be equipped with close-fitting guards that will prevent ropes from becoming fouled when the block is lying on the ground with ropes loose.

(d) Means should be provided, if necessary, to prevent chafing of the ropes.

(e) All running sheaves shall be equipped with means for lubrication. Permanently lubricated, sealed and/or shielded bearings shall be acceptable.

(f) Boom and hoisting sheaves shall have pitch diameters not less than eighteen times the nominal diameter of the rope used.

(g) Boom point sheaves should be provided with suitable guides to limit the offlead angle of the rope when entering the grooves from either side.

21.4 Anchoring and Guying.—

21.4.1 Guy Derricks.—

(a) The mast base shall be securely anchored. Maximum horizontal and downward vertical thrusts encountered when handling rated loads with the particular guy slope and spacing stipulated for the application are among the design factors for which provision must be made.

(b) The guys shall be secured to the ground or other firm anchorage. Maximum horizontal and vertical pulls encountered while handling rated loads with the particular guy slope and spacing stipulated for the application are among the factors for which provision must be made.

21.4.2 Stiff Leg Derricks.—

(a) The mast base shall be securely anchored. Maximum horizontal and upward and downward vertical thrusts encountered while handling rated loads stipulated for the application with the particular stiff-leg spacing and slope are among the factors for which provision must be made.

(b) The stiff legs shall be securely anchored. Maximum horizontal and vertical upward and downward thrusts encountered while handling rated loads with the particular stiff-leg arrangement stipulated for the application are among the factors for which provision must be made.

21.5 Hoist.—

21.5.1 The hoist shall be suitable for the derrick work intended and shall be securely anchored to prevent displacement from the imposed loads.

21.6 Cranes and derricks manufactured prior to April 1, 1970 shall be modified to conform to the provisions of 20.1.1(d) and (f), 20.1.2(h) and (i), 20.2.3, 20.3.1(b) and (c), 20.3.2(a)(2), 20.4.3(a), 20.4.5, 20.5.1(b) and 21.3.5(f) by April 1, 1971, unless it can be shown to the satisfaction of the commissioner that the crane cannot feasibly or economically be altered to comply.

22.0 OPERATION—CRANES AND DERRICKS

22.1 Operators.—

22.1.1 Cranes and derricks shall be operated only by the following persons:

(a) Persons licensed as operators by the department of buildings in accordance with section B26-5.0.

(b) Learners in the presence of and under the direct supervision of a licensed operator.

22.1.2 No person other than those listed under paragraph 22.1.1 above and persons such as oilers and supervisors, whose duties require them to do so, shall enter the cab of a crane and then only in the performance of his duties and with knowledge and consent of the operator.

22.2 Operating Practices

22.2.1 The operator shall not engage in any practice which will divert his attention while actually engaged in operating the crane or derrick hoist.

22.2.2 The operator shall respond to signals only from the appointed signal man.

22.2.3 The operator shall be responsible for the operation of the crane or derrick hoist.

22.2.4 For mobile cranes, if a warning signal is furnished, it shall be sounded each time before on-site traveling and intermittently during such travel, particularly when approaching workmen.

22.2.5 Before leaving his crane or derrick unattended, the operator shall:

(a) Land any attached load, bucket, lifting magnet, or other device.

(b) Disengage clutches.

(c) Set travel, swing, boom brakes and other locking devices.

(d) Put controls in the "off" position.

(e) Stop the engine.

(f) Secure mobile cranes against accidental travel.

(g) Lock and secure the equipment against unauthorized operation.

22.2.6 On leaving a mobile crane overnight, ground chocks shall be set and crane booms shall be lowered to ground level or otherwise fastened securely against displacement by wind loads or other external forces.

22.2.7 If there is a warning sign on the switch or engine starting controls, the operator shall not close the switch or start the engine until the warning sign has been removed by the person placing it there.

22.2.8 Before closing the switch, or starting the engine, the operator shall see to it that all controls are in the "off" position and all personnel are in the clear.

22.2.9 If power fails during operation, the operator shall:

(a) Set all brakes and locking devices.

(b) Move all clutch or other power controls to the "off" position.

(c) Communicate with the appointed individual in charge of operations.

(d) If practical, the suspended load should be landed under brake control.

22.2.10 The operator shall familiarize himself with the equipment and its proper care. If adjustments or repairs are necessary, or any defects are known he shall report the same promptly to his employer or other person responsible for the equipment and shall also notify the next operator of the defects upon changing shifts.

22.2.11 All controls shall be tested by the operator at the start of a new shift. If any controls do not operate properly, they shall be adjusted or repaired before operations are begun.

22.2.12 Booms of mobile cranes which are being assembled or disassembled on the ground with or without support of the boom harness (equalizing sheaves, bridal and boom pendants) should be securely supported by proper blocking to prevent dropping of the boom sections.

23.0 HANDLING THE LOAD.—No crane or derrick shall be loaded beyond the rated load.

23.1 Size of Load.—On all operations involving cranes or derricks which are not equipped with those safety devices which make use of load measuring systems, there shall be a competent appointed individual assigned on a full time basis to be responsible for determining the magnitude of loads to be lifted or lowered. The operator shall not

make a lift unless he has first determined the weight of the load or is informed of such weight by the appointed person responsible for the operation.

23.2 Attaching the Load—

23.2.1 The hoist rope shall not be wrapped around the load.

23.2.2 The load shall be attached to the hook by means of slings or other approved devices.

23.3 Moving the Load—

23.3.1 The appointed individual directing the lift shall see that:

(a) In the case of a mobile crane, the crane is level and where necessary, checked properly.

(b) The load is well secured and properly balanced in the sling or lifting device before it is lifted more than a few inches.

23.3.2 Before starting to hoist, he shall take care that:

(a) Hoist ropes are not kinked.

(b) Multiple part lines are not twisted around each other.

(c) The hook is brought over the load in such a manner as to prevent swinging.

(d) If there is a slack rope condition, the rope is properly seated on the drum and in the sheaves.

23.3.3 During hoisting, care should be taken that:

(a) There is no sudden acceleration or deceleration of the moving load.

(b) The load does not contact any obstructions.

23.3.4 Side loading of booms shall be limited to freely suspended loads. Cranes shall not be used for dragging loads sideways. Derricks shall not be used for side loading.

23.3.5 The operator shall not lift, lower, swing or travel while any person is on the load or hook. The operator shall not carry loads over people or over any occupied building.

23.3.6 On truck cranes, loads shall be lifted over the front area only as recommended by the manufacturer and submitted to the department of buildings.

23.3.7 The operator shall test the brakes each time a load approaching the rated load is handled by raising it a few inches and applying the brakes.

23.3.8 For mobile cranes, outriggers shall be used when the load to be handled at that particular radius exceeds the rated load without outriggers as given by the manufacturer for that crane and approved by the department of buildings.

23.3.9 Neither the load nor the boom shall be lowered below the point where less than three full wraps of rope remain on their respective drums.

23.3.10 When two or more cranes are used to lift one load, one appointed person shall be responsible for the operation. He shall analyze the operation and instruct all personnel involved in the proper positioning, rigging of load, and the movements to be made.

23.3.11 In transit, the following additional precautions for mobile cranes shall be exercised:

(a) The boom shall be carried in line with the direction of motion.

(b) The superstructure shall be secured against rotation. When negotiating turns or when the boom is supported on a dolly, the superstructure may be rotated by a licensed crane operator only.

(c) The empty hook shall be lashed or otherwise restrained so that it cannot swing freely.

23.3.12 Before traveling a crane with a load, proposed travel should be shown on a plan of operation and approved by the department. Such data shall be filed with an application for on-site inspection.

23.3.13 A crane shall not be traveled with the boom so high that it may bounce back over the cab.

23.3.14 When rotating the crane or derrick, sudden stops shall not be made. Rotational speed shall be such that the load does not swing out beyond the radii at which it can be controlled. A tag or restraint line shall be used, when rotation of the load is hazardous.

23.3.15 When a crane is to be operated at a fixed radius, the boom hoist pawl or other positive locking device shall be engaged.

23.3.16 Use of winch heads:

(a) Ropes shall not be handled on a winch head without the knowledge of the operator.

(b) While a winch is being used, the operator shall be within convenient reach of the power unit control lever.

23.4 Holding the load.

23.41.1 The operator shall not leave his position at the controls while the load is suspended.

23.4.2 People shall not be permitted to stand or pass under a load.

23.4.3 If the load must remain suspended for any considerable length of time, the operator shall hold the drum from rotating in the lowering direction by activating the positive controllable means at the operator's station.

23.4.4 In all cases, when booms are raised or lowered from the horizontal, load blocks including hooks and weight balls shall be left on the ground or deposited to the ground before raising or lowering booms.

23.5 Securing Derrick Booms.—

23.5.1 Dogs, pawls, or other positive braking mechanism on the hoist shall be engaged. When not in use, the derrick boom shall:

(a) Be laid down;

(b) Be secured to a stationary member, as nearly under the head as possible, by attachment of a sling to the load block; or

(c) Hoisted to a vertical position and secured to the mast.

24.0 SIGNALS.—

24.1 A signalman shall be provided when the point of operation is not in full and direct view of the operator unless an approved mechanical signaling or control device is provided for safe direction of the operator.

24.2 Only persons who are dependable and fully qualified by experience with the operations shall be used as signalmen.

24.3 A signalman or other appropriate controls shall be provided when operations or equipment on or adjacent to a highway create a traffic hazard.

24.4 Signalmen shall wear high-visibility gloves.

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24.5 A uniform hand signal system shall be used on all operations of a similar nature. The system in use by the U. S. Corps of Engineers (EM 385-1-1) may be used as the model.

24.6 Manual hand signals may be used when the distance between the operator and the signalman is not more than 60 feet, but manual hand signals shall not be used when atmospheric conditions prevent clear visibility to the operator.

24.7 Mechanical signal systems shall be protected against unauthorized use, breakage, weather or obstruction which will interfere with safe operation. In the event of any malfunction all motion shall be stopped immediately.

25.0 MISCELLANEOUS.—

25.1 Ballast or counterweight.—Cranes shall not be operated without the full amount of any ballast or counterweight in place as specified by the maker, and approved by the department.

25.2 Wind speed limitations.—No crane or derrick operator shall start an operation when the wind speed exceeds 30 m.p.h., or when the wind is predicted to reach 30 m.p.h. before the operation can be completed. The U. S. weather bureau data from the nearest reporting station may be used for the determination of wind speed.

25.3 Operating near electric power lines.—

25.3.1 No crane or derrick shall be operated in such a location that any part of the machine or of its load shall at any time come within 15 feet of an energized power line.

25.3.2 Before the commencement of operations near electrical lines, the appointed person responsible for the operation shall notify the owners of the lines or their authorized representatives providing them with all pertinent information and requesting their co-operation.

25.3.3 Any overhead wire shall be considered to be an energized line unless and until the person owning such line or the electrical utility authorities certify that it is not an energized line.

25.4 Electrical equipment.—

25.4.1 General.—

(a) Wiring and equipment shall comply with the Electrical Code of The City of New York.

(b) The voltage used on control circuits shall not exceed 750 volts.

25.4.2 Equipment.—

(a) Electric equipment shall be so located or enclosed that live parts will not be exposed to accidental contact.

(b) All motor, controller and switch frames shall be grounded.

(c) Electric equipment shall be thoroughly protected from dirt, grease and oil, and where exposed to the weather, shall be thoroughly protected therefrom.

(d) Guards for live parts shall be substantial and so located that they cannot be deformed so as to make contact with the live parts.

(e) Name plates shall not be removed.

25.4.3 Controllers.—

(a) Each cage operated crane and derrick shall be provided with a device which will disconnect all motors from the line on failure of power and will not permit

any motor to be restarted until the controller handle is brought to the "off" position or a reset switch or button is operated.

(b) Lever operated controllers shall be provided with a notch or latch which in the "off" position prevents the handle from being inadvertently moved to the "on" position.

(c) The controller operating handle shall be located within convenient reach of the operator.

(d) As far as practicable, the movement of each controller handle shall be in the same general directions as the resultant movements of the load.

(e) For floor operated cranes and derricks, the controller or controllers, if rope operated, shall automatically return to the "off" position when released by the operator.

25.4.4 Grounding.—Each crane, which may be operated in the vicinity of a live power line, shall be effectively grounded as hereinafter provided. The crane shall be provided with a permanent clamp or other means for convenient and effective attachment of a grounding conductor. The cable connecting the clamp to the ground shall be equivalent to a No. 2 AWG or larger single conductor, superflexible, rope stranded copper, composed of not less than 1,600 individual wires, with 600 volt covering for mechanical protection and with terminal parts that insure a good connection with hand type screw clamps. An effective ground shall be one having a resistance of 25 ohms or less, which shall be measured, or a connection to a continuous underground metallic water piping system.

25.5 Demolition—

25.5.1 Crane or derrick operation when used for mechanical demolition shall comply with section C26-1905.4(d) of the building code and, in addition, a crane or derrick operating with a demolition ball shall meet the following requirements:

(a) The weight of the demolition ball shall not exceed fifty per cent of the rated capacity of the boom length at its maximum radius.

(b) The swing of the boom shall not exceed thirty degrees from the centerline, front to back of the crane mounting.

(c) The load line and attachment of the demolition ball to the load line shall be checked at least twice daily.

(d) Truck cranes without outriggers extended shall not be used to swing a demolition ball.

26.0 Storage—

26.1 Necessary clothing and personal belongings shall be stored in or about the crane or derrick in such a manner as to not interfere with access or operation.

26.2 Tools, oil cans, waste, extra fuses, and other necessary articles shall be stored in a tool box and shall not be permitted to lie loose in or about the cab or case.

27.0 REFUELING.—

27.1 Refueling shall comply with section C26-1909.1(c).

27.2 Machines shall not be refueled with the engine running.

28.0 FIRE EXTINGUISHERS.—

28.1 A carbon dioxide, dry chemical or equivalent fire extinguisher shall be kept in the cab or in the vicinity of the crane or derrick.

28.2 Operating and maintenance personnel shall be familiar with the use and care of the fire extinguishers provided.

29.0 FILING FOR PROTOTYPE EQUIPMENT—

Where the equipment is a duplicate of equipment previously filed with design information and approved by the department, the previous approval shall be accepted for the design. Evidence shall be submitted that the welding and other manufacturing processes affecting the structural integrity of the crane were performed in accordance with applicable specifications and that required controls were maintained and tests performed.

30.0 WAIVER OR MODIFICATION OF RULES AND REGULATIONS.—The commissioner may, at his discretion, modify or waive any of the foregoing requirements where practical difficulties in complying with particular sections exist and the public safety is not endangered thereby.

R S 19-3 CABLEWAYS

1.0 SCOPE.—This standard applies to the use of cableways for the construction, alteration and repair of buildings.

2.0 DEFINITION.—

2.1 A power operated system for moving loads in a generally horizontal direction in which the loads are conveyed on an overhead cable, track or carriage.

3.0 An on-site inspection shall be required for cableways used for the erection, alteration and repair of buildings. The provisions of article 9.0 of RS 19-2 shall apply and for this purpose the word "cableway" shall be substituted for "crane" or "derrick" where those words appear in article 9.0.

§ 23. This local law shall take effect immediately, except that any provisions requiring a license where a license or a certificate of qualification was not heretofore required, shall take effect ninety days after enactment.

THE CITY OF NEW YORK, OFFICE OF THE CITY CLERK, S.S.:

I hereby certify that the foregoing is a true copy of a local law of The City of New York, passed by the Council on December 11, 1969 and approved by the Mayor on December 29, 1969.

HERMAN KATZ, City Clerk, Clerk of the Council.

CERTIFICATION PURSUANT TO MUNICIPAL HOME RULE LAW SECTION 27

Pursuant to the provisions of Municipal Home Rule Law Section 27, I hereby certify that the enclosed local law (Local Law 73 of 1969, Council Int. No. 802, Print Nos. 944-1131) contains the correct text and:

Received the following vote at the meeting of the New York City Council on December 11, 1969: thirty-four (34) affirmative votes.

Was approved by the Mayor on December 29, 1969.

Was returned to the City Clerk on December 29, 1969.

J. LEE RANKIN, Corporation Counsel.

JFMcH:iw

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

-against-

LOCAL 14 INTERNATIONAL UNION OF OPERATING ENGINEERS, et al.,

Defendants.

ANSWERS TO DEFENDANTS' INTERROGATORIES

72 Civ. 2498 DNE

The United States answers the following Interrogatories of defendant, Local 14 in the following manner:

(1) With respect to the alleged violations by Local 14 of Title VII of the Civil Rights Act of 1964, state the following:

(a) Identify the period of time during which you claim such violations occurred or are occurring.

Answer:

Resistance to Title VII has continued from the effective date of that Act. Resistance to Executive Order 11246 has continued from the effective date of that order.

(b) Identify the manner in which you claim Local 14 violated such law.

Answer:

By refusing to recruit minority members into the union on the same basis as whites are recruited.

(c) Identify all effects of such alleged violations.

Answer:

The effect of these acts is to deny minority persons equal employment opportunities in the trade over which Local 14 has jurisdiction.

(d) Identify the persons in Local 14 who you claim caused or permitted such violations to occur, and those who interferred with the "implementation of Executive Order 11246."

Answer:

Officers and employees of Local 14 during the relevant periods as well as foremen and other persons who have charge of equipment over which Local 14 has jurisdiction on various jobs as well as persons who have control of Local 14's recruitment programs or policies who have not been specifically identified by the plaintiff at this time.

(e) Identify each document alleging or providing an alleged basis for such violations of law by Local 14.

Answer:

The documents include but are not limited to hiring hall records, dues, records, minutes of meetings, applications for membership pension and welfare records, records of the training school and related documents, letters, etc. kept by Local 14 in the usual course of business which are within the possession and control of Local 14 as well as hoist machine licenses in the possession and control of the City of New York, 20 Gold Street, New York City and transcripts of hearings of the New York Commission on Human Rights in the possession of the plaintiff.

JFMcH;iw

(f) Identify each person who complained to you that he was discriminated against because of his race by Local 14.

Objection:

The United States objects to this interrogatory on the grounds that the identity of complainants is privileged.

(g) Identify "government contractors".

Answer and Objection:

Government contractors are all contractors who have worked or are working on any project which is receiving assistance from the Federal Government or is directly contracted by the Federal Government. To the extent that this question requires the plaintiff to list all such contractors it is objected to as it is unduly burdensome. The plaintiff is not required to search the records of the government to obtain such information.

2. With respect to paragraph "3" of the complaint, set forth the following:

(a) Identify the period of time when you claim that Local 14's membership numbered "approximately 1,600".

Answer:

Local 14's membership has been "approximately 1,600" from 1963 to the present.

(b) Identify each document from which such approximation of Local 14's membership was obtained.

Answer:

The estimate was obtained from transcripts of hearings of the New York Commission on Human Rights, 1963 in the

JFMcH:iw

(h) Identify each document upon which your "information and belief" as to the minority membership of Local 14 is predicated.

Answer:

Hoist machine licenses issued by the City of New York, which are in the possession of the Department of Buildings, City of New York, 20 Gold Street, New York City, New York.

(i) Identify each person upon which your "information and belief" as to the minority membership of Local 14 is predicated.

Objection:

The plaintiff objects to this interrogatory as the identity of informers is privileged.

3. With respect to paragraph "4" of the complaint, identify the period of time when it is claimed Local 14 had collective bargaining agreements with each association set forth in such paragraph of the complaint.

Answer:

During all times since the issuance of Executive Order 11246 and since the effective date of Title VII of the Civil Rights Act of 1964, July 2, 1965. However, the plaintiff has not yet identified each such agreement and the exact dates thereof. Local 14 was a signatory of each such agreement.

4. With respect to paragraph "11" of the complaint,

(a) Identify each collective bargaining agreement and the specific provision therein which indicate that Local

JFMcH:iw

14 "controls employment opportunities in the operating engineers trade within the City of New York".

Answer:

The control of the industry exercised by Local 14 is not alleged to be due to a specific provision of the collective bargaining agreement. However, to the extent that control is exercised through a collective bargaining agreement, every agreement signed by Local 14 which has been in force since July 2, 1965.

(b) Identify "the practices which have developed thereunder".

Answer:

Control over the industry and its employees is exercised due to the refusal of contractors to hire operators who are not members of Local 14 or who were not referred by Local 14 and the failure of said employers to force Local 14 to allow them to comply with the requirements of the Executive Order and Title VII by enforcing the specific terms of the collective bargaining agreements in the light of 29 U.S.C. 158 f.

(5.) With respect to paragraph "13" of the complaint, state the following:

(a) Identify the period of time when it is claimed Local 14 first "engaged in a pattern and practice of resistance".

Answer:

From July 2, 1965 to the present.

JFMcH:bj

Answer:

Officers of Local 14 or other persons who had control over the admission of new members from the founding of Local 14 to the present. These persons have not been specifically identified by the plaintiff at this time.

(13) State whether you have relied or intend to rely upon any statistical data with respect to the alleged violations of Title VII by Local 14 and, if so, identify such statistical data.

Answer:

Yes; including but not limited to, E.E.O. forms in the possession of Local 14, reports prepared by the U.S. Census Bureau and agencies of the State and City of New York.

14. State whether any investigation was made by you prior to the institution of this action of any alleged violations by Local 14 of the provisions of Title VII, and, if so, state the following:

(a) Identify any documents alleging or providing an alleged basis for determining that Local 14 has violated the provisions of Title VII.

(b) Identify each person who claimed that Local 14 had affected the rights secured them by Title VII.

Objection

The plaintiff objects as the basis upon which the Attorney General determined that an action under Title VII was necessary is irrelevant to this action as that determination is not a litigable issue.

JFMcH:bj

15. Identify each person expected to be called by you as an expert witness at trial and identify the subject matter and substance of his testimony.

Answer:

Unknown.

Dated: New York, New York

August 7, 1972

WHITNEY NORTH SEYMOUR, Jr.
United States Attorney for the
Southern District of New York
Attorney for the United States
of America

By: _____
JOHN F. McHUGH
Assistant United States Attorney
Office and Post Office Address
United States Courthouse
Foley Square
New York, New York 10007

Title of

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - X

UNITED STATES OF AMERICA, :

Plaintiff, :

-against- :

LOCAL 14 INTERNATIONAL UNION OF OPERATING ENGINEERS, et al., :

Defendants. :

- - - - - - - - - - - - - - - - - X

ANSWERS TO DEFENDANTS' INTERROGATORIES

72 Civ. 2492

FILED
U.S. DISTRICT COURT
S.D. OF N.Y.
Aug 29 2 15 PM '72
U.S. DISTRICT COURT

The United States answers the following Interrogatories of defendant, General Contractors Association of New York, Inc., in the following manner:

1. With respect to paragraph 4 of the complaint, identify the period of time when it is claimed Local 14 had collective bargaining agreements with GCA.

Answer:

Paragraph 4 of the complaint does not claim that Local 14 had a collective bargaining agreement with GCA.

(2.) With respect to paragraph 11 of the complaint:

(a) Identify each collective bargaining agreement and the specific provision therein which indicate that the particular local union "controls employment opportunities in the operating engineers trade within the City of New York and the surveyors trade within the City of New York and the counties of Westchester, Putnam, Dutchess, Nassau and Suffolk within the State of New York."

Answer:

The control of the operating engineers trade within the City of New York and the surveyors trade within

the City of New York and the counties of Westchester, Dutchess, Nassau and Suffolk within the State of New York exercised by the International Union of Operating Engineers is not alleged to be due to a specific provision of a collective bargaining agreement.

(b) Identify with particularity and specificity each of "the practices which have developed thereunder."

Answer:

Employers will not employ men who are not members of the defendant unions or are not referred for employment by the defendant unions.

(3) With respect to paragraph 13 of the complaint, state the following:

(a) Identify the period of time when it is claimed that each of the union defendants first "engaged in a pattern and practice of resistance."

Answer:

The period of time is from July 2, 1965 to the present.

(b) State whether GCA had any participation in any such pattern and practice of resistance and if so identify the period and the persons of GCA who so participated.

Answer:

Yes; the period is from July 2, 1965 to the present. The specific persons of GCA who so participated have not been identified by the plaintiff at this time.

FHMcH:cf
72-2084

Answer and Objection

"Government contractors" as mentioned in the Complaint refer to all contractors who have contracts with the United States Government or who work on projects which receive some aid from the United States Government, though no contractors are referred to in Paragraph 7. To the extent that this interrogatory seeks to discover the specific identity of all government contractors it is objected to as burdensome as the plaintiff cannot be required to discover the identity of all such contractors having contracts or subcontracts under the auspices of the various agencies of the United States.

(9) Set forth the manner in which LOCAL 15 is alleged to control employment opportunities in the Operating Engineers trade within the City of New York, Counties of Westchester, Putnam, Nassau, and Suffolk; identify the Collective Bargaining Agreements and the specific provisions therein which indicate that LOCAL 15 controls the said employment opportunities.

Answer

There is no allegation that LOCAL 15 controls employment opportunities by a specific clause of a collective bargaining agreement. The control that does exist is that employers will not hire employees within the trade without the consent of LOCAL 15. This practice gives LOCAL 15 control of these opportunities.

(10) Identify the period of time when it is claimed that LOCAL 15 first engaged in a pattern or practice of resistance as set forth in Paragraph "13" of the Complaint.

FHMcH:wp
72-2084

Answer

Local 15 has engaged in a pattern and practice of resistence to the enforcement of Title VII from the effective date of that Act July 2, 1965, to the present.

(11) Set forth the names and addresses of the non-white and Spanish surnamed workers who were refused admittance into the Union as Journeymen members on the same basis as whites.

Objection

The Government objects to this interrogatory as it relates to the identity of informants which is not discoverable.

(12) Identify the basis under which it is claimed that whites are admitted into Journeymen membership into Local 15.

Answer

The exact basis by which Local 15 admits white and minority workmen has not been identified by the plaintiff at this time. However, the fact that whites are accepted into the union in large numbers while few minorities are accepted indicates that the basis for each group is different and invidious.

(13) Identify the basis under which it is claimed that non-white and Spanish surnamed workers are either refused Journeymen membership in Local 15 or are accepted in Journeymen Membership in Local 15 and the manner in which it allegedly differs in that for whites.

FHMcH:wp
72-2084

permission to work.

(29) Identify the contractors referred to in said Paragraph "13(d)".

Answer

The contractors referred to in Paragraph 13(d) of the Complaint include all Contractors who have collective bargaining agreement with Local 15 or who abide by the terms of collective bargaining agreements with Local 15 who do any work as government Contractors. See also the response to interogatory 8 above.

(30) Identify the period of time during which the alleged violations have occurred.

Answer

Violations of the executive order have occurred from the effective date of that order. Violations of Title VII have occurred from the effective date of the Civil Rights Act of 1964.

(31) Set forth the name and address of all non-white and Spanish surnamed persons that LOCAL 15 is alleged to have refused to refer for employment.

Objection

The government objects to this interrogatory as it relates to the identity of informants which is not discoverable.

(32) Identify each document alleging or providing an alleged basis for asaid allegations.

Answer

The documents which provide a basis for the allegations against Local 15 are various documents and

JFMcH:sr
72-2084

(51) State whether you have relied or intend to rely upon any statistical data with respect to the alleged violations of Title VII by Local 15, and, if so, identify such statistical data.

Answer

Yes, including but not limited to, E.E.O. forms, reports prepared by the U.S. Bureau of Census and agencies of the State and City of New York.

(52) State whether any investigation was made by you prior to the institution of this action of any alleged violations by LOCAL 15 of the provisions of Title VII and, if so, state the following:

(a) Identify any documents alleging or providing an alleged basis for determining that Local 15 has violated the provisions of Title VII

(b) Identify each person who claimed that Local 15 had effected the rights secured to them by Title VII.

Objection

The plaintiff objects as the basis upon which the Attorney General determined that an action under Title VII was necessary is irrelevant to this action as that determination is not a litigable issue.

(53) Identify each person expected to be called by you as an expert witness at trial and identify the subject matter and substance of his testimony.

(9) Identify all collective bargaining agreements between GCA and any or all of the following: Locals 14, 14B, 15, 15A, 15B, 15C, 15D, International Union of Operating Engineers.

Answer

GCA has no collective bargaining agreements on behalf of its membership with Locals 14-B and 15-B of the International Union of Operating Engineers. GCA has the following collective bargaining agreements on behalf of its members with:

Locals 14, 15 and 15-A - Heavy Construction
- Dockbuilding and Foundation
- Paving and Road Building

Local 15-C - Heavy Construction

Local 15-D - Heavy Construction

10. Identify the person(s) who represented GCA in the negotiations of the collective bargaining agreements named in Interrogatory #9.

Answer

The following persons represented GCA in negotiations of the collective bargaining agreements named above:

Mr. Daniel M. Lazar

Mr. John D. Saunders

Mr. Gerard Tully

Mr. Gerard Neumann

Mr. S. Lawrence Hornstein

Mr. Donald McKinley

Mr. Anthony Gull, Sr.

Mr. Moses Hornstein

11. (a) State whether the GCA has taken any affirmative steps to recruit or employ minority workers.

Exhibit 1 | Exhibit 2 | Exhibit 3 | Exhibit 4 | Exhibit 5

4. The applicant will next appear before the Executive Board, who will review the report of the Examining and Investigation Committee. After interviewing the applicant and his sponsors they will make final determination as to the qualifications of the applicant for membership in Local #14. This determination shall be made on the basis of uniform standards and shall not be discriminatory in any manner and shall be in accordance with all applicable law.

Clearance Cards (transfers) will follow the same procedure as above, except they they will not need sponsors."

As stated in Article IV, "Membership", Section 7, of the aforementioned By-Laws:

"A new applicant or a transfer bearing a Clearance Card or Withdrawal Card for admission into Local #14-B, shall appear before a regular membership meeting when properly notified by the Local Union and his engineer's license displayed, if required. Upon notification he will next appear before the Investigating and Examining Committee for examination and investigation. After report of the Investigating Committee the applicant for 14-B shall appear before the Executive Board as provided for in Section 5, Article IV."

Interrogatory 10.

State whether the rate of admission to Local 14 of new membership is regulated or adjusted in any way by Local 14. If the answer to this question is "yes" then:

(a) State what criteria are used to determine the rate of admission.

(b) State how often such determination is made.

(c) State the procedures by which such determination is made.

(d) State which person(s) finally determine(s) the rate of new membership.

Response to Interrogatory 10.

Yes.

(a) Applications for membership which are on file may be processed when there are increased demands for engineers in the trade.

(b) Whenever the factors set forth in (a) above occur.

(c) If the General Membership finds the factors in (a) exist and if an applicant's name is at that time submitted to the General Membership, the General Membership decides whether such applicant should be forwarded to the Examining Committee. If the applicant is approved by the Examining Committee, he appears before the Executive Committee. When an applicant has successfully passed these steps, he is admitted to membership.

(d) In the first instance, it is the General Membership.

Interrogatory (1).

What procedure is followed when a man requests job referral from Local 14? List all forms the man must submit, all questions he must answer, and all tests he must take and state who administers each phase of the process.

Response to Interrogatory 11.

If a job is available and an engineer is qualified he will be sent to a job site.

No forms are required to be submitted and no tests are administered; however, men seeking job referral may be requested to complete a permit form which will give the business agents a brief resume of the applicant. This is not a formal requirement of Local 14 and men may be referred to employment who have not completed a form for the business agents. Where a license is required, the business agent asks the engineer to exhibit his New York City license and asks him questions concerning the nature of his experience on the type of equipment which has to be operated on the particular job.

Interrogatory 12.

Set forth the rules which govern the hiring hall or other referral system operated by Local 14.

Response to Interrogatory 12.

See response to Interrogatory No. 3.

Interrogatory 13.

Are the members of Local 14 divided into classes or different work jurisdictions in any way? If so, list each classification.

Response to Interrogatory 13.

Local 14 men work in the building and construction trades in the City of New York and fall within the jurisdiction of the administrative agencies of the City of New York, which control the respective "on street" and "off street" construction activities.

Local 14-P men are primarily employed in scrap yards and brick yards which do not fall within the jurisdiction of the City of New York administrative agencies.

Interrogatory 14.

Does Local 14 operate a training program? If so

(a) How long has this program been operating;

(b) How many persons are presently in the program;

(c) What qualifications are required of applicants for the program;

(d) What provision is made by Local 14 to employ persons enrolled in the training program prior to their becoming fully qualified to operate Local 14 equipment;

(e) How many Negro and Spanish surnamed persons are enrolled in the program and when was each enrolled;

(f) List the jobs to which each of these men listed in (e) above have been referred by the union since their enrollment in the program;

(g) List all persons who are enrolled in the training program who are related in any way to members of Local 14.

(h) List all jobs to which persons listed in (g) above have been referred by Local 14 since being enrolled in the program;

(i) Is Local 14's training program sanctioned by any by-law or other document of Local 14 or the International Union; if so, please set forth such by-law (or affix a copy thereof).

Response to Interrogatory 14.

Local 14 does not operate an apprentice training program.

Interrogatory 15.

List all types of equipment operated by members of Local 14 and as to each type of machine state:

(a) The number of different models of the machine operated within the jurisdiction of Local 14.

(b) The number of men required to operate each machine.

(c) The number of those men who must be members of Local 14 and their job.

(d) The jobs on each machine which require a city or state license to hold.

(e) The number of members of Local 14 who are qualified to operate each machine listed, as the principle operator.

Response to Interrogatory 15.

High pressure boilers, all engines used for hoisting material and equipment for building construction, air compressors,

air valves, steam and compressed air driven concrete and mortar mines, pulsometers, steam and compressed air driven pulsometers and syphons, cableways, cranes, clamshells, orange peels and dragline buckets, climbing cranes, locomotives, power hoists, pumps, construction house elevators, conveyors, welding machines and generators used on structural steel, lift trucks, motorized buggies, backhoes, power shovels, trenching machines, pile drivers and rigs, derrick boats, tunnel shovels, tunnel mucking machines, backfilling machines, pavers, land derricks, asphalt spreaders, autograders, tugger machines, drilled in caissons, soil solidification equipment, rollers, concrete breaking machines, push button machines and helicopters used in construction.

(a) Local 14 has no information in its possession which sets forth the various makes and models of such equipment.

(b) No more than one principle operator is required for each piece of equipment set forth above.

(c) None.

(d) All operators of the equipment listed above must be licensed by the City of New York.

(e) Each member of Local 14 must demonstrate prior to membership his ability to operate at least 2 pieces of heavy equipment such as power shovels, draglines, backhoes, clamshells, pile drivers, cranes, double drum derricks, etc. Local 14 maintains no records which would indicate how many pieces of heavy equipment each member of Local 14 is qualified to operate.

Interrogatory 16.

When was Local 14 chartered by the International Union of Operating Engineers?

Response to Interrogatory 16.

March 1, 1937 and December 31, 1938.

Interrogatory 17

State the membership of Local 14 on January 1, 1930, 1940, 1950, 1960, and for each year from 1964 to the present.

Response to Interrogatory 17.

Upon information and belief, the approximate membership of Local 14 and 14-B for the years requested was as follows:

1930	Local 14 was not in existence.
1940	1680 members
1950	1327 members
1960	1576 members
1961	1614 members
1962	1662 members
1963	1675 members
1964	1645 members
1965	1512 members
1966	1561 members
1967	1500 members
1968	1500 members
1969	1500 members
1970	1600 members
1971	1557 members
1972	1553 members

Response to Interrogatory 25.

Upon information and belief, procedures for admission for all applicants have been the same since 1940.

Interrogatory 26.

When and by what means were these procedures published or recorded?

Response to Interrogatory 26.

Published in the By-laws of Local 14 and governed by the Constitution of the International.

Interrogatory 27

Give the name and address of each shop with which Local 14 has a collective bargaining agreement, or each shop in which Local 14 men work by agreement with a contractor association and the date on which each shop organized by Local 14, or by the International on behalf of Local 14, signed their first contract with Local 14 from January 1, 1930, to date and for each such shop state:

a. How many employees the shop had when it became a union shop.

b. How many of these employees became members of Local 14.

c. Whether any employees of the shop were denied membership in Local 14 and if so, state the reason as to each such employee.

d. Whether the shop employed Negroes in jobs which came under the jurisdiction of Local 14 when the shop was organized.

e. The names and current addresses of all persons referred to in (d) above.

f. The names of all persons listed in (d) above who became members of Local 14.

Response to Interrogatory 27.

Local 14 does not negotiate contracts with individual shops. Upon information and belief, Local 14 has since 1940 negotiated collective bargaining agreements with the following associations:

1. General Contractors Association of New York, Inc.

2. Iron League of New York, Inc.

3. Building Trade Employers Association, which represents the Building Contractors' & Mason Builders' Association, The Cement League, Stone Setting Contractors' Association, Rigging Contractors' Association, Contracting Plasterers' Association.

4. Associated Brick Masons.

5. Brickyards, Scrap & Stevedoring.

Contracts with the above employers associations were renegotiated and have effective dates of July 1, 1972. (See interrogatory No. 43.)

Interrogatory 28.

List the officers of Local 14 who had charge of the organization of Non Union Shops from 1940 to date, including (a) name, (b) addresses since 1940, (c) salary from Local 14 or the International Union, for each year of service, and (d) term of service.

Response to Interrogatory 28.

Organizing has been traditionally handled by business agents. (See interrogatory No. 6 above for information on business agents.)

Interrogatory 29.

(a) State the date on which the first Negro was admitted to Local 14.

(b) Provide the name and current address of the person listed in response to (a).

Response to Interrogatory 32.

(a) Upon information and belief, March 1, 1937.

(b) Upon information and belief, Louis Manaia, 217 Washington Avenue, Coral Gardens, Florida.

Interrogatory 33.

(a) State the date on which the oldest living Spanish surnamed member was initiated into Local 14.

(b) State the name and current address of the person listed in response to (a).

Response to Interrogatory 33.

(a) Upon information and belief, March 1, 1937.

(b) Upon information and belief, Louis Manaia, 217 Washington Avenue, Coral Gardens, Florida.

Interrogatory 34.

(a) State the date on which the oldest active Spanish surnamed member was initiated,

(b) State the name and current address of the person listed in response to (a).

Response to Interrogatory 34.

(a) Upon information and belief, August 16, 1956, into Local 14.

(b) Upon information and belief, Joseph Garcia, 394 Burlington Road, Paramus, New Jersey.

Interrogatory (35)

Is Local 14 a signatory to the New York Plan?

Response to Interrogatory 35.

Yes.

Interrogatory 36.

If the answer to No. 35 above is "yes", what is Local 14's New York Plan trainee goal for the year 1972?

Response to Interrogatory 36.

No specific goal established by Local 14-14B since the Union has no apprentice training program.

Interrogatory 37.

If the answer to No. 35 above is "yes", how many trainees have been put to work within the jurisdiction of Local 14, by Local 14, through the New York Plan from January 1, 1972, until June 1, 1972.

Response to Interrogatory 37.

Local 14 has no trainee program.

Interrogatory 38.

Does Local 14 ever refer persons for work who are not members of Local 14?

Response to Interrogatory 38.

Yes.

Interrogatory 39.

If the answer to 38 above is "yes",

(a) How many persons in this category have been referred for work since July 2, 1965,

(b) Of these, how many were Negro or Spanish surnamed?

Response to Interrogatory 39.

(a) Upon information and belief, a total of approximately 90 referral requests which have been made by permitmen are filed with Local 14.

(b) Upon information and belief, approximately 12 permits on file contain the names of Spanish surnamed individuals. Local 14 is unable to determine from the names on such permits how many blacks were referred to work.

Interrogatory 42.

List all members of Local 14 who are related by blood or marriage to any other member of Local 14, indicating who is related to whom.

Response to Interrogatory 42.

Upon information and belief, no records are available other than those previously mentioned, that can supply the requested information, other than conducting personal interviews with each union member.

Interrogatory 43.

Identify all persons with whom Local 14 had a collective bargaining agreement.

Response to Interrogatory 43.

See interrogatory 27 above.

Dated: Garden City, New York
March 8, 1973

DORAN, COLLERAN, O'NEILL, POLLIO
& DUNNE, P. C.

By: [signature]
A Member of the Firm
1461 Franklin Avenue
Garden City, New York 11530
516 248-5757
Attorneys for Defendant, Local 14

To: JOHN F. McHUGH, ESQUIRE
Assistant United States Attorney
c/o WHITNEY NORTH SEYMOUR, JR.
United States Attorney for the
Southern District of New York
Foley Square
New York, New York
Attorney for Plaintiff

CORCORAN & BRADY, ESQUIRES
11 Park Place
New York, New York
Attorneys for Local 15

HAROLD BASSEN
Allied Building Metal Industries
211 East 43rd Street
New York, New York 10017

WILLIAM W. LANIGAN, ESQUIRE
Iron League of New York, Inc.
101 Park Avenue
New York, New York

WILLIAM C. FINNERAN, JR., ESQUIRE
Director of Labor Relations

Local 15 - December 31, 1938

Local 15A - December 31, 1938

Local 15B - January 8, 1960

Local 15C - December 31, 1938

Local 15D - February 15, 1957

(a) No

(b) See (a) above.

Interrogatory 3

Identify the by-laws, hiring hall rules, referral system rules and all other internal regulations which have governed the operation of Local 15 since its inception. (a) State the date of all amendments to such regulations.

Response to Interrogatory 3.

The operations of Local 15 are governed by the Constitution of the International Union and the By-Laws of Local 15. Local 15 does not maintain a hiring hall and therefore, there are no hiring hall rules. Local 15 does not have a formal referral system and there are no written rererral system rules.

(a) International Constitution, as amended April, 1940, April, 1944, September 1, 1947, April, 1948, August 1, 1951, April 1952, April 1956, April 1960, April 1964, April 1968 and April 1972.

By-Laws of Local 15 amended September 1968.

Article IV.
Membership Section 1: The Local Union expressly reserves the right to prescribe its own rules with respect to acquisition and retention of membership within the framework of the governing constitution of the International Union.

Section 2: A candidate for membership in Local 15, 15A, 15B, 15C, 15D, of the International Union of Operating Engineers must be a qualified and competent person and otherwise fulfill the requirements of the Constitution of the International Union of Operating Engineers.

Section 3: Any person who is found to have material misrepresentation or misstatements in his application for membership shall be expelled after due trial and conviction.

Interrogatory 9

Set forth the procedure followed when a man requests membership in Local 15; list all forms the man must submit, all questions he must answer, all tests he must take and state who administers each phase of the process.

Response to Interrogatory 9

Article XXIII - Subdivision 6 of the Constitution of the International Union of Operating Engineers titled "Procedure on Applications" reads as follows:

Applicants for membership shall be referred to a committee which may consist of the Local Executive Board in the Local Union, which committee shall investigate the character and qualifications of the applicants, and shall make a determination as to the qualifications of the applicants for membership in the Local Union. This

determination shall be made on the basis of uniform standards and shall not be discriminatory in any manner and shall be in accordance with all applicable law. The applicant, if approved, by the committee shall be so notified and his name and address shall be placed on the records and he shall be furnished a copy of the Constitution and his book of membership. If an applicant is rejected his initiation fee shall be returned to him. A rejected applicant may re-apply for member ship after a lapse of ninety (90) days following his rejection.

Applicants for membership would appear before the Executive Committee after having established their qualifications. No sponsor is required.

Trainees who have successfully completed the apprentice training school are also qualified for membership in the Local Union.

Interrogatory 10

State whether the rate of admission to Local 15 of new membership is regulated or adjusted in any way by Local 15.

Response to Interrogatory 10

At the present time the rate of admission to Local 15 of new membership is not regulated or adjusted in any way by Local 15.

Interrogatory 11

What procedure is followed when a man requests job referral from Local 15? List all forms the man must submit, all questions he must answer, and all tests he must take and state who administers each phase of the process.

Response to Interrogatory 11

A man requesting a job referral from Local 15 places his name on a list in the day rooms indicating the types of equipment which he can operate.

As jobs become available the men are referred from the list on a first-in, first-out basis, regardless of membership or non-membership in Local 15, so long as the man is qualified to perform the job in question.

Testing is administered only if there is some doubt as to the man's qualifications. These tests would take place at the apprentice trairing school operated by Local 15.

In all cases it is ultimately the employer who determines whether or not the man is qualified for the job.

Where a license is required, a Business Agent would ask the person seeking the job to exhibit the appropriate license.

Interrogatory 12

Set forth the rules which govern the hiring hall or other referral system operated by Local 15.

Response to Interrogatory 12

See Response to Interrogatory 3 and Response to Interrogatory 11.

Interrogatory 13

Are the members of Local 15 divided into classes or different work jurisdiction in any way? If so, list each classification.

Response to Interrogatory 13

Yes.

15-15A Operators and Maintenance Engineers on equipment indicated in response to interrogatory number 15.

15B RaceTrack and Port Authority employees.

15C Mechanics and helpers in shops listed in response to interrogatory number 27.

15D Field Engineers and Surveyors

Interrogatory (14)

Does Local 15 operate a training program? If so:

a. How long has this program been operating;

b. How many persons are presently in the program;

c. What qualifications are required of applicants for the program;

d. What provision is made by Local 15 to employ persons enrolled in the training program prior to their becoming fully qualified to operate Local 15 equipment;

e. How many Negro and Spanish surnamed persons are enrolled in the program and when was each enrolled in the program and when was each enrolled;

f. List the jobs to which each of these men listed in (e) above have been referred by the union since their enrollment in the program;

g. List all persons who are enrolled in the training program who are related in any way to members of Local 15.

h. List all jobs to which persons listed in (g) above have been referred by Local 15 since being enrolled in the program;

i. Is Local 15 training program sanctioned by any by-law or other document of Local 15 or the International Union; if so, please set forth such by-law (or affix a copy thereof).

Response to Interrogatory 14

Yes

(a) December 5, 1971

(b) 23

(c) Age of 21 plants

(d) On file with Department in accordance with Clean Air Act, wherever possible.

(e) 21 plants - Operating as required

(f) Dates on which emission tests have been performed:

[illegible]	-	Pollution Plant, 135th St. and 10th Avenue
[illegible]	-	Iron Department on Co. Brooklyn Pollut on Plant
[illegible]	-	Design and Drawings Building Queen
[illegible]	-	Duranio Bros.
[illegible]	-	Barretto and Passaic Water Ave., Bron.
[illegible]	-	Harding Construction Co.
[illegible]	-	Satapano and Grow, Staten Island
[illegible]	-	Steward Contr. Corp. Pennsylvania Avenue Brooklyn, N.Y.
[illegible]	-	Satapano & Grow Construction Co., Staten Island
[illegible]	-	Moore Trench Constr. Staten Island

Answers to Interrogatory No. 4 (f)

[illegible] - Lorn Construction Co.
[illegible], New York, NY

[illegible] - Tetar Construction Co.
[illegible] Avenue,
Brooklyn, N.Y.

[illegible] - Chatsworth Construction
Co., [illegible] Queens
Expressway

[illegible] - William Dow Construction, William Warbasse, Bronx, N.Y.

[illegible] - Kelly Lombart and Foundation

(3) [illegible], Garfield Sanders, Winston Watkins, Gregory Hall, Nathan Blake, William Thornby and Joseph Mandolara.

(4) Alfred Palmino - see (f) above

Winston Watkins - see (f) above

Nathan Blake - see (f) above

(5) Nothing to Date by way of Local 15 is bound thereby [illegible] Trust Fund Agreement, copy of which is attached hereto.

Interrogatory 5:

15. List all types of equipment operated by members of Local 15 and as to each type of machine state:

(a) The number of different models of the machine operated within the jurisdiction of Local 15,

(b) The number of men required to operate each machine,

(c) The number of those men who must be members of Local 15 and [illegible]

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15. (c) none

(d) Operators of cherrypickers must be licensed by theCity of New York

(e) No records are maintained which would indicate the number of members of Local 15 who are qualified to operate each machine listed.

Interrogatory 16:

When was Local 15 chartered by the International Union of Operating Engineers?

Response to Interrogatory 16

Local 15 was chartered by the International Union of Operating Engineers in 1937.

Interrogatory 17:

State the membership of Local 15 on January 1st, 1930, 1940, 1950, 1960 and for each year from 1964 to the present.

Response to Interrogatory 17:

Upon information and belief, the approximate membership of Local 15 for the years requested, was as follows:

In 1930 Local 15 was not in existence.

For 1940 - no figures available

For 1950 - no figures available

[RETYPED FOR APPENDIX]

Interrogatory 17 cont'd.

For January 1, 1960 - 3094

For January 1, 1964 - 4584

For January 1, 1965 - 4680

For January 1, 1966 - 4772

For January 1, 1967 - 4740

For January 1, 1968 - 4984

For January 1, 1969 - 5153

For January 1, 1970 - 5252

For January 1, 1971 - 5494

For January 1, 1972 - 5661

Interrogatory 18:

For each year indicated in 17 above, state the number of members of Local 15 who were or are Negro.

Response to Interrogatory 18:

No records have been maintained by Local 15, which indicate the number of members of Local 15 who were or are Negro.

Local 15 has approximately six thousand members, and in 1971 business agents and officers determined that there were approximately seven hundred sixty-eight Black and Spanish surnamed members in the various locals. In past years records have been kept indicating the number of Blacks admitted each year, but due to the large membership of the Local Union, the exact total numbers cannot be determined.

time since 1940, indicate the date of each change, the procedures that were added and the procedures that were deleted.

Response to Interrogatory 24:

See answer to Interrogatory #9 above.

Upon information and belief, the procedures have remained the same, except that no sponsors are required of new members.

Interrogatory 25:

At any time since 1940 were such procedures different, from those generally applicable, for applicants of any group, such as relatives of Local 15 members, veterans, or men with operating experience? If so, describe such differences in detail and the groups to which the different procedures were applicable.

Response to Interrogatory 25:

Upon information and belief, procedures for admission of all applicants have remained the same.

Interrogatory 26:

The procedures are set forth in the Constitution of the International and in the By-laws of Local 15.

Interrogatory 17 contd.

For January 1, 1960 - 3004

For January 1, 1964 - 45 4

For January 1, 1965 - 4[illegible]

For January 1, 1966 - 4770

For January 1, 1967 - 4[illegible]

For January 1, 1968 - 49[illegible]4

For January 1, 1969 - 5150

For January 1, 1970 - 5252

For January 1, 1971 - 5404

For January 1, 1972 - 5[illegible]

Interrogatory 18:

For each year indicated in 17 above, state the number of members of Local 15 who were or are Negro.

[illegible] No records have been maintained by Local 15, which would show the number of members of Local 15 who were or are Negro.

Local 15 has approximately seven thousand members, and in 1971 has most agents and officers determined that there were approximately seven hundred sixty-eight Black and Spanish surnamed persons in the various locals. In past years records have been kept indicating the number of Blacks admitted each year, but due to the large membership of the Local Union, the exact total numbers cannot be determined.

time since 1940, indicate the date of each change, the procedures that were added and the procedures that were deleted.

Response to Interrogatory 24:

See answer to Interrogatory #9 above.

Upon information and belief, the procedures have remained the same, except that no sponsors are required of new members.

Interrogatory 25:

At any time since 1940 were such procedures different, from those generally applicable, for applicants of any group, such as relatives of Local 15 members, veterans, or men with operating experience? If so, describe such differences in detail and the groups to which the different procedures were applicable.

Response to Interrogatory 25:

Upon information and belief, procedures for admission of all applicants have remained the same.

Interrogatory 26:

The procedures are set forth in the Constitution of the International and in the By-laws of Local 15.

Interrogatory 27:

27. Give the name and address of each shop with which Local 15 has a collective bargaining agreement, or each shop in which Local 15 men work by agreement with a contractors association and the date on which each shop organized by Local 15, or by the International on behalf of Local 15, signed their first contract with Local 15 from January 1, 1930, to date, and for each such shop state:

a. How many employees the shop had when it became a union shop;

b. How many of these employees became members of Local 15;

c. Whether any employees of the shop were denied membership in Local 15 and if so, state the reason as to each such employee;

d. Whether the shop employed Negroes in jobs which came under the jurisdiction of Local 15 when the shop was organized;

e. The names and current addresses of all persons referred to in (d) above;

f. The names of all persons listed in (d) above who became members of Local 15.

Response to Interrogatory 27:

Able Breaking Corp.
19-63 Hazen St
E Elmhurst, NY 11370

Beaver Concrete Brkg
61-10 Maurice Ave
Maspeth,NY 11378

Andrew Catapano & Co
88-43 76th Ave.
Glendale,NY 11227

Corinno Civetta Cons
1100 E. 156 St
Bronx,NY 10474

Columbia Asphlt Corp
P O B 145
Flushing, NY 11352

Conduit & Fond.Corp.
29-27 41 Ave
L I C NY 11101

Delma Enginrg.Corp.
1208 Wyatt St.
Bronx,NY 10460

Durante Con.Main.Cor
31-07Farrington St
Flushing, NY 11354

Edenwald Cont Co Inc.
151-45 6th Rd
Whitestone,NY 11357

Samuel Gallucci & Sons
102-11 44th Ave
Corona,NY 11368

Anthony Grace & Sons
151-45 6th Rd
Whitestone,NY 11357

Hallen Const Co Inc.
4270 Austin Blvd
Island Park NY 11558

Interboro Surface Co.
99 Paidge Ave
Brooklyn,NY 11222

Mac Asphalt Contr Co
33-15 Lawrence St
Flushing, NY 11354

F. Mascalt Const.Co.
120 St. & 31st Ave
Flushing, NY

Michael Parisi & Sons
54-65 48th Street
Maspeth,NY 11378

Poirier & McLane Corp
999 Nepperhan Ave
Yonkers,NY 10703

Slattery Assoc Inc
46-36 54th Rd
Maspeth, NY 11378

Spencer, White & Prenti
10 E 40 St
New York, NY 10016

Michael Torpey,Inc.
50-19 49th St
Woodside,NY 11377

B. Turecamo Contr Co
1752 Shore Pkway
Brooklyn,NY 11214

Underpinning & Found
42-19 19th Ave
L I C, NY 11105

Vanbro Constr Corp.
P O Drawer P
Staten Island, N Y 10314

Yonkers Contrctng Co
969 Midland Ave
Yonkers, NY 10704

J. Civetta & Sons, Inc.
1123 Bronx River Ave
Bronx, NY 10472

Ace Carting Co
421 Manida St
Bronx,NY 10474

A & G Concrt.Brkng Inc.
73 Provost St
Bklyn,NY 11222

Allstate Paving Corp
151-45 6th Rd
Whitestone,NY 11357

Albert Sand & Grvl Corp
128-10 28th Ave
College Point,NY 11354

Amoruso Contrtg Corp.
15-11 130th St.
College Point,NY 11356

Bay Crane Serv.Inc.
1866 Hendrickson St
Bklyn, NY 11234

Blanford Land Clrng
834 64 St
Bklyn, N.Y.11220

Breen Equipmt Corp
1165 Longwood Ave
Bronx, NY 10474

Certified Industries
Duffy Ave
Hicksville, NY 11801

Catelme Enterprs.Inc.
5802 Ave D
Bklyn, NY 11203

Castle Concrete Corp
1440 Broadway
New York,NY

Corbetta Equip.Corp.
1480 Edgewater Rd
Bronx, NY 10459

Cranes Inc
53-20 44th St
Maspeth,NY 11378

Metro Tire Corp
35-55 Vernon Blvd
L I C.,NY 11106

Durante Bros. Inc.
31-40 123 St
Flushing,NY 11354

DeFilippis Crn Serv
15-11 130th St
College Pt.,NY 11356

Eisert Bros. Equip.Co.
891 E. 135 St
Bronx,NY 10454

Desimone Excav & Found
Gates & Sumner Aves
Bklyn, NY

John R Flick
Foot of DeGraw Ave
Teaneck, NJ 07660

Gerosa Hauling Inc.
101 Lincoln Ave
Bronx,NY 11234

Glenbro Plastering
2384 Flatbush Ave
Brooklyn, NY 11234

J-A Welding Inc
909 Merillon Ave
Westbury,NY

Jo-San Asphlt Hauling
23 Ash St
Bklyn NY 11222

J E F Contr Co
1428-30 Midland Ave
Bronxville,NY

Koch Crne & Derrick Co
400 Roosevelt Ave
Carteret NJ

Kustom Service Inc
122-16 31st Ave
Flushing, NY 11354

LaPadala & Villant Eq.
1000 Essex St
Bklyn NY

L & J Concr Brkng Corp
18-75 41 St
LIC, NY 11105

Charles Lobosco & Son
133-50 32nd Ave
Flushing, NY 11354

L & L Constr Inc.
149 Bruckner Blvd
Bronx,NY 10454

Joseph R Martucci
1796 E 3rd St.
Brooklyn, NY 11223

Mt Vernon Contring
100 E First St
Mt Vernon,NY 10550

Petroleum For Contrt
289 Green & Provost St
Bklyn, NY 11222

Silipo Welding Inc.
101-42 99th St
Ozone Park,NY 11416

James Thompson & Sons
3075 Richmond Terr.
Staten Island, NY

Van Nest Contrtrs Eq
151-45 6th Rd
Whitestone, NY 11357

Underhill Const.Corp.
820 Elmont Rd
Elmont,NY

Constr. Equip Corp
33-25 127 St
Corona, NY 11354

Found.Equipmt Corp
37-11 10th St
L.I.C.,NY 11106

Hodge & Hammond,Inc.
720 Garrison Ave
Bronx,NY 10474

Manitowac-Forsythe
37-11 Vernon Blvd
LIC, NY 11101

United Hoisting Co
5 W Sheffield Ave
Englewood,NJ 07631

Theodore Burke & Sons
1667 Jericho Tnkp
Huntington, NY 11743

I-R Equpmt Cor]
1933 W Farms Rd
Bronx,NY 10460

E.H.Kleibenstein Co
1099 Hendlicks Caswy
Ridge Field, NJ 07631

Edward Ehrbar Inc
100 Secor Lane
Pelham Manor, NY

Griffin Wellpt Corp
881 E 141st St
Bronx,NY 10454

Mahoney-Clarke Inc
33-44 9th St
LIC, NY 11106

H.O.Penn Machine Co
140th St East River
Bronx,NY 10454

Edw C.Flaherty Co
43-87 Vernon Blvd
L.I.C.,NY 11101

Summit Hoisting Co
25-40 Borden Ave
Maspeth,NY 11378

Alcan Mach & Equip Co
126-15 37th Ave
Corona,NY 11368

Bruce GM Diesel Inc
180 Route 17 S
Lodi, NJ 07644

Empire Tractor & Equip
51 Old Route 100
Briarcliff Manor,NY 10510

Equip Mart of NY Inc
127-16 34th Ave
Flushing, NY

Compressor RK Ser Co
110-34 Corona Ave
Corona NY 11368

Hallen Welding Serv
45-24 37th Ave
LIC NY 11101

Heede Hoist & Mach Co
450 E Sanford Blv
Mt Vernon, NY

Hoffman Equip Inc
17 Hayes St
Elmsford,NY 10523

Heydt Contrtg Corp
1359 Ve le Ave
Bronx, NY 10474

LB Smith Metropolitan
19-37 Paterson Ave
Wellington, NJ

Jo-R-Pile Lead & Boom
88th Ave
Glendale,NY

O'Dee Equip.Sls Corp
4240 Boston Rd
Bronx,NY 10475

Onan Eastern Corp
Clinton Ave
Northvale, NJ 07647

RAM Equip.Corp
450 Tarrytown Rd
White Plains, NY 10607

Rodan Equipt.Inc.
26th Ave
Flushing, NY 11363

Romac Equipment Inc
15 Oakland Ave
Harrison, NY 10528

[RETYPED FOR APPENDIX]

Sullair Equip Corp.
8-11 44th Ave
L.I.C., NY 11101

Weldrite Co., Inc.
55-05 43rd St
Maspeth, NY 11378

Sylvan Equip Rental
91 North 12 St
Brooklyn, N.Y. 11211

Most of the shops have been organized for twenty to twenty-five years and many employed Blacks at the time when the shops were organized.

None of the employees of the shops were denied membership in Local 15 and all employees became members of Local 15 when the shops were organized.

Upon information and belief many of the shops had Negro employees when organized, all of whom became members of Local 15, but no records are available which would identify these Negro members.

[RETYPED FOR APPENDIX]

Interrogatory 29:

(a) State the date on which the first Negro was admitted to Local 15.

(b) Provide the name and current address of the person listed in response to (a).

Response to Interrrogatory 29:

(a) March 1, 1937. Transferred from Local 184A. Was admitted into 184A on 5/12/20.

(b) Homer Walton - deceased.

Interrogatory 30:

(a) State the date on which the oldest living Negro member was admitted to membership in Local 15.

(b) State the name and current address of person listed in response to (a).

Response to Interrogatory 30:

(a) April, 1941.

(b) Leonard Yates, 1975 Birchall Avenue, Bronx, N.Y. 10462.

Interrogatory 31:

(a) State the date on which the oldest active Negro member of Local 14 was admitted to membership.

(b) State the name and current address of the person listed in response to (a).

Response to Interrogatory 31:

See answer to #30.

[RETYPED FOR APPENDIX]

Interrogatory 32:

(a) State the date on which the first Spanish surnamed member was initiated into Local 15.

(b) State the name and current address of the person listed in response to (a).

Response to Interrogatory 32:

(a) October, 1937.

(b) Manuel Martinez
C. Fuente
De la Salud 7
Madrid, Spain 23

Interrogatory 33:

(a) State the date on which the oldest living Spanish surnamed member was initiated into Local 15.

(b) State the name and current address of the person listed in response to (a).

Response to Interrogatory 33:

See answer to Interrogatory 32.

Interrogatory 34:

(a) State the date the oldest active Spanish surnamed member was initiated.

(b) State the name and current address of the person listed in response to (a).

Response to Interrogatory 34:

Same as Interrogatory 32.

Interrogatory 35: [RETYPED FOR APPENDIX]

Is Local 15 a signatory to the New York Plan?

Response to Interrogatory 35:

Yes.

Interrogatory 36:

If the answer to No. 35 above is "yes," what is Local 15's New York Plan trainee goal for the year 1972?

Response to Interrogatory 36:

72.

Interrogatory 37:

If the answer to No. 35 above is "yes," how many trainees have been put to work within the jurisdiction of Local 15, by Local 15, through the New York Plan from January 1, 1972, until June 1, 1972?

Response to Interrogatory 37:

83.

Interrogatory 38:

Does Local 15 ever refer persons for work who are not members of Local 15?

Response to Interrogatory 38:

Yes.

Interrogatory 39:

If the answer to 38 above is "yes,"

(a) How many persons in this category have been referred for work since July 2, 1965?

(b) Of these, how many were Negro or Spanish surnamed?

[RETYPED FOR APPENDIX]

Interrogatory 40:

Set forth all efforts made by Local 15 from July 2, 1965, to date to actively encourage minority workmen to train in the operating engineers trade and join Local 15.

Response to Interrogatory 40:

Local 15 has actively encouraged minority workmen to train in the operating engineers trade by working in full cooperation with the New York Plan, the Manpower and Career Development Agency of New York City, the Job Corp., the Building industry of New York City Referral Committee and with minority operated local groups such as the Recruitment and Training Program of Brooklyn in referring minorities for employment in the trade.

Local 15D has advertised in local papers for applicants for membership.

Local 15 has continued to refer all qualified minority applicants to available employment, has referred other applicants to the New York Plan and has accepted all trainees referred by the New York Plan.

Many relatives and friends of minority members have themselves become members of Local 15.

Interrogatory 41:

List all members of Local 15 who are known to the officers of Local 15 to be related by blood or marriage to any other member of Local 15. State who is related to whom.

Response to Interrogatory 41:

Upon information and belief, there are no available records that can supply the requested information.

Interrogatory 42:

List all members of Local 15 who are related by blood or marriage to any other member of Local 15, indicating who is related to whom.

Response to Interrogatory 42:

Upon information and belief, there are no available records that can supply the requested information.

Interrogatory 43:

Identify all persons with whom Local 15 has a collective bargaining agreement.

Response to Interrogatory 43:

In addition to the "Shop" employees listed in response to Interrogatory 27, Local 15 has negotiated collective bargaining agreements with the following associations: General Contractors Assn. of N.Y., Inc., Iron League of N.Y., Inc., Building Trade Employers' Assn., Associated Brick Masons, Brickyards Scrap and Stevedoring.